

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

Tuesday, November 18, 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.

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

5.1. Town 10th Anniversary of Incorporation gathering on December 2nd, 2014 reminder.

5.2. 2015 Holiday Schedule and scheduled meeting dates.

6. Consent Agenda.

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

Page
5
7

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.

- Page 9
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
- 8.1. **Revised Service contract with Abacus Project Management Inc. for a Space Assessment Study for future Town Hall considerations.** Award or decline the contract. (Continued from October 7 council meeting)
- 31
- 8.2. **Resolution 14-114 authorizing the acquisition by donation of certain real property in the Town and authorizing and directing the Mayor, Town Manager and Town Attorney to acquire title to such property located at 12938 E. Main Street, Dewey-Humboldt** (continued from the June 3, October 7 and November 4, 2014 meetings; direction to accept made at the November 4, 2014 Council meeting).
9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.
- 33
- 9.1. **Agreement between the Greater Prescott Regional Economic Partnership (GPREP) and the Town of Dewey-Humboldt.** Accept, reject or modify the agreement.
- 47
- 9.2. **Ethics Complaint (Wright v. Nolan) Committee Hearing Report to Council.**

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, December 2, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, December 4, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, December 9, 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.

[Page intentionally left blank]



Thank you for joining us
for our 10-year
Incorporation
Anniversary Event.

It is an honor and a
pleasure to serve you and
the Dewey-Humboldt
community.

We look forward to our
continued service to the
Town of
Dewey-Humboldt and
Promoting our Vision
while honoring our past.

Mayor & Council
Town of Dewey-Humboldt

December 2, 2014

Town of Dewey-Humboldt
2735 South Highway 69
P.O. Box 69
Humboldt, AZ 86329

Phone: 928-632-7362
Fax: 928-632-7365
www.dhaz.gov



"Arizona's Country Town"



*10-Year
Incorporation
Celebration*





DEWEY-HUMBOLDT 2008 VISION

The Next Twenty Years

The Town of Dewey-Humboldt was created in 2004 to preserve the low-density lifestyle that area residents came to enjoy, and were fearful of losing. People live in Dewey-Humboldt because they like a slower pace, more elbow room, and a more rural character. They like the freedom to be themselves, to respect and be respected regardless of their role in the community. They like the view of the mountains and want to know the skies will be clear, the water clean, and the air fresh. Keeping these attributes will make Dewey-Humboldt a jewel in the quad-cities. Growth projections for the State Route 69 corridor indicate significant pressure to develop over the next few years.

Therefore, the Council's vision for Dewey-Humboldt is that it maintains its uniqueness to be the "crown jewel" in the predicted megalopolis that will stretch from Prescott to Nogales. We know and expect that...

1. Our population will grow in conformance with the General Plan. People will be attracted by our low-density residential community and small-town lifestyle.
2. Some commercial enterprises will be needed to help support the Town's population, but the locations of those businesses should be focused and concentrated.
3. Non-industrial type home-based businesses will be part of the future growth.
4. Some property owners will want to maximize the value of their land and make it available for development.
5. Water supply will be a limiting factor in our growth and development. We need to emphasize water conservation and reuse.
6. With increased growth, transportation and circulation need to be well planned.

November 18, 2014

2014 Town Council and Staff

Terry Nolan, Mayor

Arlene Alen, Vice Mayor

Jack Hamilton, Councilmember

Mark McBrady, Councilmember

Dennis Repan, Councilmember

Sonya Williams-Rowe, Councilmember

Nancy Wright, Councilmember

Town Hall Staff

Yvonne Kimball, Town Manager

Judy Morgan, Town Clerk

Terry Ford, Building Official

Ed Hanks, Public Works Supervisor

Deni Thompson, Accountant

Connie Dedrick, Community

Development Officer

Todd Hamilton, Public Works Operator

Cathy Jackson, Receptionist

Penney Bell, Administrative Assistant

Town Attorney

Law Office of Curtis, Goodwin, Sullivan, Udall & Schwab,
P.L.C.

Magistrate Court

Catherine Kelley, Magistrate Judge

Therese Christopher, Court Clerk

The Mayor and Council wish to thank current and former Council, Commission, Board and Committee members and Staff for their service and contributions over the last decade.

Welcome by Vice Mayor Arlene Alen

Invocation by Councilmember Nancy Wright

Presentation of Colors by Yavapai County Sheriff's Honor Guard and Flag presentation by Humboldt Elementary School Band

Pledge of Allegiance by Councilmember Dennis Repan

Proclamation by Mayor Terry Nolan

Town history presented by Councilmember Mark McBrady

Vision "The Next 20 Years" By Councilmember Sonya Williams-Rowe

Presentation of Town Seal by Judge Kelley and Councilmember Jack Hamilton

Acknowledgements by Mayor Terry Nolan

Entertainment provided by "Brush Arbor Revival"

Refreshments Served



2015 Holidays

New Year's Day	01-01-14	Thursday
MLK Day	01-19-14	Monday
President's Day	02-16-14	Monday
Memorial Day	05-25-14	Monday
Independence Day	07-03-14	Friday
Labor Day	09-07-14	Monday
Veterans' Day	11-11-14	Wednesday
Thanksgiving Day	11-26 & 27-14	Thursday and Friday
Christmas Day	12-25-14	Friday

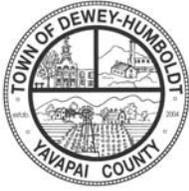
Council Meeting Dates

<u>Regular</u>	<u>Work Session</u>
01-06-14	01-13-14
01-20-14	
02-03-14	02-10-14
02-17-14	
03-03-14	03-10-14
03-17-14	
04-07-14	04-14-14
04-21-14	
05-05-14	05-12-14
05-19-14	
06-02-14	06-09-14
06-16-14	
07-07-14	07-14-14
07-21-14	
08-04-14	08-11-14
08-18-14	
09-01-14	09-08-14
09-15-14	
10-06-14	10-13-14
10-20-14	
11-03-14	11-10-14
11-17-14	
12-01-14	12-08-14
12-15-14	

P&Z Meeting Dates

01-08-14
02-05-14
03-05-14
04-09-14
05-07-14
06-04-14
07-09-14
08-06-14
09-03-14
10-08-14
11-05-14
12-03-14

[Page intentionally left blank]



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

TOWN COUNCIL REGULAR MEETING

November 18, 2013, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.1. Revised Service contract with Abacus Project Management Inc. for a Space Assessment Study for future Town Hall considerations.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: November 14, 2014

Recommendation: Award the contract to Abacus Inc.

Summary:

To recap the reason for the study, the Space Needs Assessment came into Staff's consideration when we discussed renewal of the Town Hall lease a year ago. The Town Attorney brought this suggestion to Council's attention and mine. The purpose of the Assessment Study is to determine the specific needs for a permanent Town Hall. During this year's budget discussions, in spring 2014, the need for this assessment was discussed and agreed upon by Council.

The last time the Council discussed this subject was at your October 7, 2014 meeting. At that meeting, the Council collectively directed to revise/renegotiate the agreement because collectively, the Council felt that some items listed in the proposed scope of work were unnecessary. Some council members further explained that they believed that the study may have been premature considering the Town does not have a plan for future Town Hall yet.

After the October 7th meeting, I contacted Abacus Inc. and conveyed the Council's direction regarding the assessment study. Abacus Inc. reduced the scope under the Elevation study from a total of 10 hours to 3 hours (mark-ups are denoted in the attached "manpower loading plan" and revised "fee proposal") under which a building elevation materials study will be conducted as this information is needed to have a basis for the cost estimate. The firm believes that the cost estimate along with the program will be the most valuable components of their deliverable. Accordingly, the total fee has been reduced to \$11, 822 (including reimbursable costs) from the original \$12,822 (including reimbursable costs).

AGREEMENT FOR SERVICES

THIS Agreement is entered into as of this **18th** day of **November**, 2014, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as “Dewey-Humboldt” and Abacus Project Management, Inc., an Arizona corporation, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of evaluating current space and facility needs, and developing a preliminary program and cost estimate for future municipal facilities for the Town of Dewey-Humboldt, Dewey-Humboldt and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Dewey-Humboldt engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Dewey-Humboldt, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Agreement, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate **Adam Brill, Project Director** as its Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will have significant responsibilities regarding the Services and Project. Prior to changing such designation Contractor shall first obtain the approval of Dewey-Humboldt.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Dewey-Humboldt.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Dewey-Humboldt's Representative and submit its reports to Dewey-Humboldt's Representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Dewey-Humboldt.

1.4.1 Dewey-Humboldt shall cooperate with the Contractor by placing at his disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Dewey-Humboldt designates Yvonne Kimball as its Dewey-Humboldt Representative. All communications to Dewey-Humboldt shall be through its Dewey-Humboldt Representative.

1.5 Term; Renewal.

This Agreement commences on **November 18, 2014**. Services shall be complete on or before **February 25, 2014**.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of the Services, including its subcontractor(s), shall be set forth in Exhibit C and shall be a lump sum of \$11,060, plus not to exceed \$762.00 for reimbursable costs. Amounts due shall be paid upon completion of the Services.

2.2 The Contractor shall provide to Dewey-Humboldt its completed W-9 Form prior to receipt of any Compensation.

3. CHANGES TO THE SCOPE OF SERVICES

Dewey-Humboldt may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time

required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Dewey-Humboldt except as provided herein, nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Dewey-Humboldt first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Dewey-Humboldt ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Dewey-Humboldt. Failure to maintain insurance as specified may result in termination of this Agreement at Dewey-Humboldt's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Dewey-Humboldt does not represent that coverage and limits will be adequate to protect Contractor. Dewey-Humboldt reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Dewey-Humboldt, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Dewey-Humboldt, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of the Services and in the protection of Dewey-Humboldt as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of

the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Dewey-Humboldt, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Dewey-Humboldt. Contractor shall be solely responsible for any such deductible or self insured retention amount. Dewey-Humboldt, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Dewey-Humboldt and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Dewey-Humboldt with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement, and that such coverage and provisions are in full force and effect. Acceptance and reliance by Dewey-Humboldt on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Dewey-Humboldt Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Dewey-Humboldt, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Dewey-Humboldt, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including, but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Dewey-Humboldt, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance applicable to this Project.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Dewey-Humboldt, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement, and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Dewey-Humboldt, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Dewey-Humboldt, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement, including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable, including Dewey-Humboldt. Such indemnity does not extend to Dewey-Humboldt's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Dewey-Humboldt may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Dewey-Humboldt's convenience or because of the failure of the Contractor to fulfill his obligations under this Agreement. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Dewey-Humboldt copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Dewey-Humboldt to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Dewey-Humboldt shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Dewey-Humboldt shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Dewey-Humboldt unless otherwise agreed to by both parties. Dewey-Humboldt may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Dewey-Humboldt's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Dewey-Humboldt's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Dewey-Humboldt, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Dewey-Humboldt, and Dewey-Humboldt will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify

program. If Contractor uses any subcontractors in performance of the Work, 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 Agreement.

7.7 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.8 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

DEWEY-HUMBOLDT:

Town Manager
Town of Dewey-Humboldt
P.O. Box 69
2735 South Highway 69, Suite 12
Humboldt, Arizona 86329

CONTRACTOR:

Adam Brill, Project Director
Abacus Project Management, Inc.
2929 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012

The address may be changed from time to time by either party by serving notices as provided above.

7.9 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Dewey-Humboldt may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Dewey-Humboldt.

8.2 Adjustment to Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Dewey-Humboldt in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Dewey-Humboldt Members and Others. No officer, member or employee of Dewey-Humboldt and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Dewey-Humboldt thereto.

IN WITNESS WHEREOF, Dewey-Humboldt and the Contractor have executed this Agreement as of the date first written.

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

CONTRACTOR

By: _____
Jeff Turner, Principal

By: _____
Russell Thompson, Principal

Its: _____

EXHIBIT A SCOPE OF WORK

Contractor shall conduct a study to evaluate Dewey-Humboldt's current space and facility needs, and develop a preliminary program and cost estimate to help the Town evaluate its options for municipal facilities.

Background:

The Town of Dewey-Humboldt's current municipal facilities are housed in approximately 2,600SF of leased commercial space in an existing commercial strip mall type facility located at the intersection of Highway 69 and Main Street in Dewey-Humboldt, AZ. The Town has been leasing this space since approximately 2008 with the most recent lease renewal occurring in December of 2013. The existing lease term is 2-years, and will expire in December of 2015. In addition to the 2,600SF of space, the Town also has approximately 600SF of space in an adjacent building that currently houses 2 ½ sheriff deputies. The Town also has a Library of approximately 2,000SF with 1 full-time Librarian and 1 part-time volunteer. These two additional spaces are also currently housed in leased spaces.

The current population of Dewey-Humboldt is approximately 4,000 residents, and the Town anticipates that in a favorable economic environment, this could potentially grow to 5,000 residents over the next 10-20 years.

The 9 full-time and 2 part-time employees currently employed by the Town, along with the Town's limited storage space are pushing the existing square footage in the leased space to its limits of functionality. Additionally, the Town anticipates it could potentially grow anywhere from 1-2 up to 5 additional employees to accommodate the Town's potential growth over the duration noted above.

Services:

Contractor's Project Management & Space Needs/Programming Consultant
Services include:

A. Existing Facilities Assessment:

Contractor shall provide an in-depth review of the Town's existing facilities. Contractor shall document the existing furniture, fixtures and equipment that the Town would like to keep, and the special system needs for each department.

B. Precedence Study/History Research:

Contractor and its architectural partner Architekton, and any subcontractors, shall assess the existing architecture of Dewey-Humboldt, and search for elements to draw inspiration from. The architecture created should fit within the surrounding context. Contractor shall do in-depth research into the history of Dewey-Humboldt, and look for unique characteristics to develop a strong design direction.

F. Programming Meeting, Stakeholder Interviews and Preliminary Program Development:

Contractor shall work collaboratively with Dewey-Humboldt in a programming and design workshop. Contractor shall request all stakeholders participate in this meeting. Contractor starts with a visioning session to receive direction on the qualitative needs of the Town. Contractor then holds short interviews with the key stakeholders to quantify their needs. Contractor balances that information with future projections of population growth and trends within the Town administration to arrive at a complete program document.

G. Create Adjacency Plan of the Preliminary Program:

Contractor shall take the program document and formalize it into a conceptual floor plan that represents needed adjacencies, department separations and areas of future growth for Town review, comment and approval.

H. Elevation/Materials Study

Taking the preliminary program, the conceptual floor plan and the information obtained during our precedence and history research, we will then study massing and potential materials for the building exterior to help inform our cost estimating exercise.

I. Develop Budgetary Cost Estimate:

Based on the above preliminary program, and materials / massing study, floor plan and elevation / massing study, our team will develop a budgetary cost estimate that will identify all the main scope elements and their anticipated hard construction costs and other construction related costs. We will develop this cost based on our historic experience with similar facilities, the local construction climate and the anticipated complexity of the architecture and program. This cost estimate will be presented in a format that is acceptable to the Client, and that can be easily understood by the project team and all project stakeholders. This budgetary cost estimate can then serve as a baseline road map should the Town elect to move forward with the project.

As an additional service, Contractor could also take this cost estimate and develop a more comprehensive “Total Program Development Budget” that would identify all project related costs; including soft costs, construction, land, entitlements, furniture, fixture and equipment (FF&E) costs.

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

Abacus:

- **Jeff Turner, Principal**
- **Adam Brill, Project Director**
- **Larry Brown, Sr. Cost Estimator**
- **Ruth Knapp, Admin. Assistant**

SUBCONTRACTORS:

Architekton:

- **Joe Salvatore, Principal**
- **Michael Rosso, Project Architect**
- **Carmen Moussa, Interior Architect**

**EXHIBIT C
COMPENSATION**

A. Compensation

1. Contractor's fee shall be a lump sum of **\$11,060.00**, plus \$762.00 for reimbursable costs for mileage and reproductions, as set forth in the chart below.
2. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

C. Additional Services/Hourly Rate Schedule

Should Contractor be requested to provide Additional Services, as evidenced by a signed Change Order from Dewey-Humboldt, Contractor shall bill for its personnel according to the following hourly rate schedule:

Position Title	Billable Rate
Principal	\$200.00
Project Director	\$150.00
Project Manager	\$135.00
Sr. Cost Estimator	\$140.00
Project Architect	\$150.00
Interior Designer	\$125.00
Administrative Support	\$60.00

The maximum fee for the additional services shall be provided in the Change Order in the form attached as Exhibit D.

**EXHIBIT D
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: DEWEY-HUMBOLDT []
CONTRACTOR []
OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Dewey-Humboldt
CONTRACTOR:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Dewey-Humboldt and Contractor.

Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor
By _____

Town of Dewey-Humboldt
By _____

Date _____

Date _____

ABACUS

Fee Proposal

Town of Dewey-Humboldt

Dewey-Humboldt, AZ

**Professional Project Management & Space Needs / Programming
Consultant Services
For
Municipal Facilities**

Submitted to

The Town of Dewey-Humboldt
Attn: Yvonne Kimball, Town Manager
2735 South Highway 69
Humboldt, Arizona 86329

REVISED - October 28, 2014

Fee Proposal
Project Management & Space Needs / Programming Consultant Services - *REVISED*
Town of Dewey-Humboldt, AZ

Project Background / Scope:

The Town of Dewey-Humboldt's current municipal facilities are housed in approximately 2,600SF of leased commercial space in an existing commercial strip mall type facility located at the intersection of Highway 69 and Main Street in Dewey-Humboldt, AZ. The Town has been leasing this space since approximately 2008 with the most recent lease renewal occurring in December of 2013. The existing lease term is 2-years, and will expire in December of 2015. In addition to the 2,600SF of space, the Town also has approximately 600SF of space in an adjacent building that currently houses 2 ½ sheriff deputies. They also have a Library of approximately 2,000SF with 1 full-time Librarian and 1 part-time volunteer. These two additional spaces are also currently housed in leased spaces.

The current population of Dewey-Humboldt is approximately 4,000 residents, and the Town anticipates that in a favorable economic environment, this could potentially grow to 5,000 residents over the next 10-20 years.

The 9 full-time and 2 part-time employees currently employed by the Town, along with the Town's limited storage space are pushing the existing square footage in their leased space to its limits of functionality. Additionally, the Town is anticipated that they could potentially grow anywhere from 1-2 on up to perhaps 5 additional employees to accommodate the Town's potential growth over the duration noted above.

The Town is desirous to have a study done to evaluate their current space & facility needs, and develop a preliminary program and cost estimate to help them evaluate their options moving forward at the expiration of their lease in December of 2015. With that in mind, and based on conversations between Adam Brill and Yvonne Kimball on April 3, 2014, our team is prepared to offer the following services to address the Town of Dewey-Humboldt's needs.

Project Management & Space Needs / Programming Consultant Services include:

A. Existing Facilities Assessment:

Our team will provide an in-depth review of the city's existing facilities. We will document the existing furniture, fixtures and equipment that the Town would like to keep, and the special system needs for each department.

B. Precedence Study / History Research:

Our architectural partner; Architekton takes pride in making sure that the architecture they create fits within the surrounding context. Our team will assess the existing architecture of Dewey-Humboldt, and search for elements to draw inspiration from. We will do in depth research into the history of Dewey-Humboldt, and look for those unique characteristics to develop a strong design direction.

C. Programming Meeting, Stakeholder Interviews and Preliminary Program Development:

Our approach to planning is to engage the city of Dewey-Humboldt collaboratively in a programming and design workshop. We will ask to have all the stakeholders participate in this meeting. We start with a visioning session to receive direction on the qualitative needs of the city. We then hold short interviews with the key stakeholders to quantify their needs. We balance that information with future projections of population growth and

trends within the city administration to arrive at a complete program document.

D. Create Adjacency Plan of the Preliminary Program:

The team will then take the program document and formalize it into a conceptual floor plan that represents needed adjacencies, department separations and areas of future growth for city review, comment and approval.

E. Elevation / *Materials* Study – Prepare 3-D Model of the Plan:

Taking the preliminary program, the conceptual floor plan and the information obtained during our precedence and history research, we will then *study massing and potential materials for the building exterior to help inform our cost estimating exercise.* ~~extrude the plan into a 3-D representation and develop preliminary imagery as to what the potential building or buildings could start to look like. This could involve elevation studies or a 3-D massing model that includes design elements and architecture that are specific to the Town of Dewey Humboldt.~~

F. Develop Budgetary Cost Estimate:

Based on the above preliminary program, *and materials* / massing study, ~~floor plan and elevation / massing study,~~ our team will develop a budgetary cost estimate that will identify all the main scope elements and their anticipated hard construction costs and other construction related costs. We will develop this cost based on our historic experience with similar facilities, the local construction climate and the anticipated complexity of the architecture and program. This cost estimate will be presented in a format that is acceptable to the Client, and that can be easily understood by the project team and all project stakeholders. This budgetary cost estimate can then serve as a baseline road map should the Town elect to move forward with the project.

As an additional service, we could also take this cost estimate and develop a more comprehensive “Total Program Development Budget” that would identify all project related costs; soft costs, construction, land, entitlements, furniture, fixture and equipment (FF&E) costs.

Proposed Fee (see attached Manpower Loading Plan for additional details):

- Lump Sum ~~\$12,060.00~~ **\$11,060.00**
- Reimbursables* **\$762.00**
-
- TOTAL ~~\$12,822.00~~ **\$11,822.00**

***Reimbursable Costs:**

- 1) Mileage – travel incurred by the Abacus & Architekton personnel in the administration of this program would be charged at \$0.566 per mile.
- 2) Printing / Reproduction Costs – We are including \$400 for all costs related to the reproduction of plans, specifications and reports as may be required.

Additional Services / Hourly Rate Schedule:

Should Abacus be requested to provide Additional Services, we would bill our personnel per the following hourly rate schedule:

Position Title	Billable Rate
Principal	\$200.00
Project Director	\$150.00
Project Manager	\$135.00
Sr. Cost Estimator	\$140.00
Project Architect	\$150.00
Interior Designer	\$125.00

Administrative Support	\$60.00
------------------------	---------

Dewey-Humboldt Manpower Loading Plan - *REVISED*

Project: Municipal Facilities
Phase: Preliminary Programming Study & Facilities Needs Assessment
Date: *28-Oct-18*

Item	Date	Phase	Abacus			Architekton			Total Proposed Hours Per Task	Total Labor Fee Per Task
			Principal	Program Director	Sr. Cost Est.	Principal	Project Architect	Interior Designer		
1	April / May	Preparation Phase								\$2,000
2		Existing Facility Assessment	0	4	0	2	0	0	6	\$1,000
3		Precedence Study	0	0	0	2	0	0	2	\$400
4		History Research	0	2	0	0	2	0	4	\$600
5										
6	April / May	Visioning & Programing Phase								\$9,060
7		Programming Mtg & Stakeholder Interviews	0	4	0	4	0	0	8	\$1,400
8		Develop the Program	0	2	0	0	4	6	12	\$1,650
9		Create Adjacency Plan of the Program	0	0	0	0	2	8	10	\$1,300
10		<i>Elevation / Materials Study</i>	0	0	0	0	<i>3</i>	0	3	<i>\$450</i>
11		Develop Budgetary / Program Cost Estimate	0	6	24	0	0	0	30	\$4,260
Total Hours			0	18	24	8	<i>7</i>	14	75	
Total Hourly Rate - 2014 (Labor + OH + Profit)			\$200.00	\$150.00	\$140.00	\$200.00	\$150.00	\$125.00		
Total Hourly Rate - 2015 (Labor + OH + Profit)			\$200.00	\$150.00	\$140.00	\$200.00	\$150.00	\$125.00		
Sub-Total			\$0	\$2,700	\$3,360	\$1,600	<i>\$1,650</i>	\$1,750	\$11,060	<i>\$11,060</i>

Summary								Fee & Reimb.
Total Reimbursables								
- Mileage (Pre-Const Phase)*	4	Trips	x		160 miles	640		\$362
- Mileage (Construction / Closeout Phase)*	0	Trips	x		0 miles	0		\$0
- Reproduction Costs (printing, scanning etc.)								\$400
- Cellphones, Postage, Insurance, Etc.								Included
Grand Total								\$762

* Mileage assumes (4) trips at 160 miles round trip from office; .566 per mile
Only actual miles will be billed and used if needed.

Construction Budget (assume): TBD

Total (Fee + Reimbursables): **\$11,822**

Fee only as a % of Construction: TBD

Total as a % of Construction: TBD

[Page intentionally left blank]

RESOLUTION NO. 14-114

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, AUTHORIZING THE ACQUISITION BY DONATION OF CERTAIN REAL PROPERTY IN THE TOWN AND AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH PROPERTY LOCATED AT 12938 E. MAIN ST., DEWEY-HUMBOLDT.

WHEREAS, the owner of certain real property located at 12938 E. Main Street in the Town of Dewey-Humboldt, Arizona has generously offered to donate the property to the Town; and

WHEREAS, the Common Council of the Town of Dewey-Humboldt finds that acceptance of the donation of the property described is in the public interest and would be beneficial to the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA:

That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to accept the donation of the real property described in Exhibit A and to take all actions necessary for the Town to obtain title to such property.

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

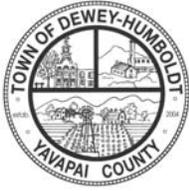
Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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



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

TOWN COUNCIL REGULAR MEETING

November 18, 2013, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Agreement between the Greater Prescott Regional Economic Partnership (GPREP) and the Town of Dewey-Humboldt.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: November 14, 2014

Recommendation: Accept the agreement.

Summary:

The Town Council collectively directed to join the Greater Prescott Regional Economic Partnership (GPREP) during FY 15 budget discussions. The membership fee for D-H is \$4,000.

GPREP has prepared the membership agreement for all participants to enter into. The Town Attorney has reviewed the agreement. Upon your acceptance of the agreement, staff will proceed with processing the membership fee invoice.

**AGREEMENT BETWEEN
THE GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP
AND THE TOWN OF DEWEY-HUMBOLDT**

The Council of the Town of Dewey-Humboldt has approved participation in and support of the Regional economic development program of the GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP (“GPREP”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the Regional economic development program that GPREP agrees to undertake, the support that the Dewey-Humboldt agrees to provide, the respective roles of GPREP and Dewey-Humboldt and the payments of Dewey-Humboldt to GPREP for the fiscal year July 1, 2014 - June 30, 2015.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Dewey-Humboldt and GPREP agree as follows:

I. RESPONSIBILITIES OF GPREP

- A. MISSION:** GPREP works create a Regional identity to assist local companies expand, attract new quality businesses, and foster capital investment in the

greater Prescott Region (“the Region”), thereby making the Region more competitive with other Regions.

B. GOALS: GPREP is guided by and strategically focused on two specific long-range goals:

1. Marketing the Region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPREP’s primary role is developing the Region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPREP member communities.
2. Retention and expansion of existing businesses within GPREP member communities is primarily a local issue.
3. GPREP will support its member communities’ efforts to retain and expand existing businesses through coordinating Regional support and providing research on key retention and expansion projects.
4. GPREP will advise its member communities when an existing company contacts GPREP regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPREP shall implement the Action Plan and Budget adopted by GPREP’s Board of Directors, a copy of which has been delivered to Dewey Humboldt, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPREP Action Plan”). Dewey-Humboldt shall be informed of any changes in the adopted GPREP Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, Dewey-Humboldt acknowledges and agrees that GPREP may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the GPREP Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPREP’s reasonable control. GPREP shall solicit the input of Dewey-Humboldt on the formulation of future marketing strategies.

E. ECONOMIC DEVELOPMENT SERVICES: GPREP’s implementation of the GPREP Action Plan and economic development services under this Agreement shall generally be encouragement of new industries, businesses, service, investments, and resources to come into the Region. This involves the cooperation and

coordination with each member community, local business and organizations. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPREP's reasonable control, these performance targets may be revised with the prior written approval of a majority of the designated members of GPREP's Economic Development BAT ("BAT").

The parties acknowledge that GPREP is a cooperative organization effort among GPREP and its member communities. Accordingly, Dewey-Humboldt and GPREP covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPREP's goals. Dewey-Humboldt and GPREP further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit B**, in all material respects.

GPREP's services are to be conscientiously and diligently pursued, guided by the GPREP Action Plan. GPREP will meet with the BAT on a monthly basis to provide relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute breach hereunder unless GPREP (i) fails to inform Dewey-Humboldt of such event or (ii) fails to meet with BAT to present a plan for improving its performance during the balance of the term of the Agreement, which, if GPREP fails to comply with either step, will constitute breach for which the Dewey-Humboldt may terminate this Agreement as outlined below.

F. REPORTS: GPREP shall provide to the Dewey-Humboldt the following reports and information on a quarterly basis:

1. A quarterly progress report of achievements outlined in the GPREP' Action Plan.
2. The project name and information of individuals or entities inquiring during the quarter about starting or expanding of business in the Region.
3. An annual report to Dewey-Humboldt for the current year ending June 30, 2015.

II. RESPONSIBILITIES OF DEWEY HUMBOLDT

A. STAFF SUPPORT OF GPREP EFFORTS: Dewey-Humboldt shall provide staff support to GPREP's economic development efforts as follows:

1. Dewey-Humboldt shall respond to leads or prospects referred by GPREP in a professional manner within the time frame specified by the lead or prospect if Dewey-Humboldt desires to compete and if the lead is appropriate for Dewey-Humboldt as outlined in the P-Track Policy attached hereto as **Exhibit C**. When available, Dewey-Humboldt agrees

to provide its response in the format developed jointly by the BAT and GPREP;

2. Dewey-Humboldt shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in Dewey-Humboldt Government's geographic area;
3. Dewey-Humboldt shall provide an official economic development representative to represent Dewey-Humboldt on the BAT;
4. Dewey-Humboldt shall cooperate in the implementation of GPREP/BAT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPREP's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. Dewey-Humboldt shall use its best efforts to respond to special requests by GPREP for particularized information about Dewey-Humboldt within three (3) business days after the receipt of such request;
6. In order to enable GPREP to be more sensitive to Dewey-Humboldt Government's requirements, Dewey-Humboldt may, at its sole option deliver to GPREP copies of any Dewey-Humboldt approved economic development strategies, work plan, programs and evaluation criteria. GPREP shall not disclose the same to the other participants in GPREP or their representatives;
7. Dewey-Humboldt shall utilize its best good faith efforts to cause an economic development professional representing the Dewey-Humboldt to attend all marketing events and other functions to which Dewey-Humboldt has committed itself; and
8. Dewey-Humboldt agrees to work with GPREP to improve Dewey-Humboldt's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for Dewey-Humboldt.

B. RECOGNITION OF GPREP: Dewey-Humboldt agrees to recognize GPREP as Dewey-Humboldt's officially designated Regional economic development organization for marketing the Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of Dewey-Humboldt shall be entitled to participate in GPREP's marketing events provided that such participation shall not be at GPREP's expense. When requested and appropriate, GPREP will use its best efforts to provide technical assistance and support to Dewey economic development staff for business location prospects identified and qualified by

Dewey-Humboldt and assist Dewey-Humboldt with presentations to the prospect in the Dewey-Humboldt or the prospect's corporate location.

B. COMPENSATION:

1. Dewey-Humboldt agrees to pay **\$4,000.00** for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2015, as set forth in this Agreement. The payment by Dewey-Humboldt may, upon the mutual and discretionary approval of the board of directors of GPREP and the Dewey-Humboldt Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPREP by other local governments which support GPREP.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Dewey-Humboldt Council pursuant to the required budget process of the Dewey-Humboldt;
3. Nothing herein shall preclude Dewey-Humboldt from contracting separately with GPREP for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by Dewey-Humboldt and GPREP; and GPREP shall submit invoices for payment on an annual basis.
4. Agreement Term. Unless otherwise stated, this Agreement shall be effective from July 1, 2014 through June 30, 2015.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPREP warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPREP recognizes the provisions of Dewey-Humboldt Government's code may require that no payment be made to any contractor as long as there is any outstanding obligation due to Dewey Humboldt, and directs, should Dewey-Humboldt's code so require, - that any such obligation may be offset against payment due to GPREP.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between Dewey-Humboldt and GPREP. At all times during the term of this Agreement, GPREP shall be an independent contractor and shall not be an employee of Chino Valley. GPREP shall have no authority, express or implied, to act on behalf of Dewey-Humboldt in any capacity whatsoever as an agent of Dewey

Humboldt. GPREP shall have no authority, express or implied, pursuant to this Agreement to bind Dewey-Humboldt to any obligation whatsoever.

- E. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPREP understands and acknowledges that it shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances in their performance under this Agreement.
- F. TERMINATION.** Dewey-Humboldt shall have the right to terminate this Agreement if GPREP shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of thirty (30) days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPREP by Dewey Humboldt; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within thirty (30) days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPREP shall commence such action within that period and diligently and continuously prosecute the same to completion within ninety (90) days or such longer period as the Dewey-Humboldt may approve in writing. Termination of this Agreement shall be Dewey-Humboldt's sole and exclusive remedy arising from a breach of this Agreement by GPREP. Dewey-Humboldt knowingly and voluntarily waives any claims to damages of any nature and type against GPREP, its members, directors, officers, agents and employees, arising from a breach of this Agreement by GPREP.
- G. DEWEY HUMBOLDT'S REVIEW OF GPREP RECORDS.** GPREP must keep all Agreement records separate and make them available for audit by Dewey-Humboldt personnel upon request.
- H. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Yvonne Kimball
Dewey Humboldt Town Manager
Town of Dewey Humboldt
2735 South Highway 69
Suite 12
Humboldt, Arizona 86329
Phone: 928-632-7362
Fax: 928-632-7365

If to GPREP: Steve Rutherford
President
Greater Prescott Regional Economic Partnership
7351 East Civic Circle, Room 143

Prescott Valley, Arizona 86314
Phone: (928) 772-4883
FAX: (928) 775-6165

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- I. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights hereunder will not operate as a waiver of any such future rights.
- J. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- K. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- L. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPREP Action Plan
Exhibit B – Regional Cooperation Protocol
Exhibit C – P-Track Policy

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Dewey-Humboldt or GPREP, and all

amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ____ day of _____, 2014.

Dewey Humboldt, a municipal corporation

By: _____

ATTEST:

By: _____
Its: Town Clerk

APPROVED AS TO FORM:

By: _____
Its: Attorney

GREATER PRESCOTT REGIONAL
ECONOMIC PARTNERSHIP
an Arizona nonprofit corporation

By: _____
Steve Rutherford, President

Exhibit A
GPREP Economic Development Action Plan - July 2013

Exhibit B

Protocol Agreement
Greater Prescott Regional Economic Partnership
And
Municipal Members of the BAT

The foundation of this document is built on trust and the spirit of Regional cooperation among the entities involved. GPREP and the BAT of its member communities should work together as partners on projects involving the communities which GPREP represents, regardless of the source of the lead.

1. GPREP Team Partners will demonstrate a commitment to the positive promotion of the Greater Prescott Region and its communities as a globally competitive Region.
2. GPREP Team Partners will maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a Regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, Regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPREP for any prospect considering a project in any of the communities that GPREP represents, understanding that GPREP is in a unique position to represent and speak on Regional economic development issues and on characteristics of the Region's economy. Likewise, GPREP recognizes that the Arizona Commerce Authority is the exclusive organization leading the state's economic development efforts and that Arizona Commerce Authority is in a unique position to represent and speak on state incentives, programs and major policy matters. GPREP and Arizona Commerce Authority also acknowledge that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPREP member community, GPREP will be available as confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPREP will not e-track the project unless the community lead makes such a request to do so.
5. GPREP will form a BAT to include representation from each of the municipalities, Yavapai Prescott Indian Tribe, NACOG, Yavapai College, a Chamber of Commerce Representation, and Utilities.
5. GPREP Team Partners will provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPREP member communities, GPREP and will make a good-faith effort to inform those affected BAT members first. BAT members agree to provide information solely on their own community when the information requested is site-specific (ie, cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPREP communities is requested, BAT members agree to (i) direct GPREP prospects back to GPREP or (ii) direct non-GPREP generated prospects to contact the affected communities directly, and as a courtesy.
6. Prospect source and the determination of any lead prospect will follow the policies of the GPREP p-Track agreement as developed and agreed upon by the member communities.

7. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPREP member community, and GPREP to reflect inclusiveness and cooperation of all partners.
8. Encourage collaborative efforts to expand or relocate businesses within the Region and prohibit preparatory use of local financial incentives for existing jobs to companies with current operation in another GPREP community.
9. Inform GPREP member community prior to or as soon as possible when a company visits or physical site visit within their community will occur. BAT members will be the primary point of contact for the company when community information is needed.
10. Formalize a process to convene GPREP, Arizona Commerce Authority Board Representatives and BAT member communities semi-annually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and Regional economic development.
11. Work collectively to maintain a high level of trust and integrity by and between GPREP, Arizona Commerce Authority and the BAT of GPREP member communities
12. If there is evidence that protocol has not been followed or a professional conflict arises, the matter will be referred to the BAT. If the matter cannot be resolved by the BAT, the GPREP President will review the matter and may, at his or her discretion, consult or involve the GPREP Board. Disciplinary action may be taken as determined by the Board of Directors.
13. Partners agree to abide by this protocol agreement and uphold the highest standards of Regional economic development cooperation. Partners agree to uphold the highest standards of Regional and statewide economic development cooperation.

Name _____ Date _____
(Please Print)

Signature _____

Exhibit C

Project Tracking (p-Track) Policy

The p-Track is GPREP's standard process of distributing, collecting, and sharing a prospect's request for available real estate with GPREP member communities.

The process, as outlined below, is designed to provide value to our B.A.T (BAT) partners by maintaining an equal opportunity for response by all our member communities in order to give the best information to our prospects within a timely manner. For every prospect/client that requests such assistance, GPREP will, within 24 hours, email a p-Track request to all communities for available real estate and other data needed that matches our client's specifications.

It is also agreed that the following scenarios below GPREP will not send or share a p-Track:

- Prospect is already represented by a real estate professional who will be handling the real estate search
- Community is the lead, and prospect was brought to GPREP by a local B.A.T. partner
- Prospect has asked GPREP not to pursue a real estate search

1. The p-Track will be sent to all B.A.T. members unless Prospect has a narrow geographic area under consideration. Possible criteria for delivery to less than the full B.A.T. membership include but are not limited to:

- i. Proximity to a client
- ii. Vendor
- iii. Airport
- iv. Transportation corridor for export or import
- v. University/Community College
- vi. Cluster of like businesses, and
- vii. Labor Force

2. Once the p-Track is sent, B.A.T. partners will respond within the timeframe set by the client.
3. p-Track emails will be retained for three years after initial send date or 12 months after officially closed . Additionally, GPREP will have electronic or written verification from the prospect if the geographic area for the p-Track is less than full B.A.T. membership.
4. GPREP will include all properties, submitted by B.A.T. partners, which meet the minimum specifications as outlined by the Prospect. If properties are submitted that do not meet specifications, GPREP will notify the community that the sites were eliminated.
5. Upon receipt of community submittals from B.A.T. partners, GPREP will compile the available real estate package and send it to the Prospect within one business day.
6. GPREP will send a new p-Track out for any clients whose real estate requirements have changed in a way that will allow additional community submittals for consideration.

7. Community disputes on any adherence to this policy will be addressed with mediation as outlined in the GPREP protocol Agreement.

Community: _____

Community Representative: _____

Date: _____

ETHICS COMMITTEE OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

The Ethics Committee held a hearing on October 10, 2014 at the Town Hall to consider allegations of violations of the Code of Ethics by Mayor Nolan and to hear testimony regarding the complaint. The complaints were filed by Councilmember Wright.

The following persons were present at the hearing: Committee Members Alen, McBrady and Repen. Others present: Mayor Terry Nolan, CM. Nancy Wright, members of community

The following determinations were made as to each complaint.

Violation of Code of Ordinances Section 30.015D:

Code Provision: “*Majority rule.* The Council acts as a body. Policy is established by majority vote. A decision of the majority binds the Council to a course of action. The Council majority may be a majority of the quorum of the Council.”

Determination of Committee: No violation.

Violation of Code of Ordinances Section 30.015E:

Code Provision: “*No special powers.* No Councilmember has extraordinary powers beyond those of other members (except as may otherwise be provided in state law). All members, including the Mayor, have equal powers.”

Determination of Committee: Violation found because it was determined that there was still a violation with this code section, in conjunction with Section 30.083. The Mayor and council can't give direction individually to the committees, commissions and boards.

Violation of Code of Ordinances Section 30.082A:

Code Provision: “A Councilmember shall not direct staff to initiate any action, change a course of action or prepare any report, nor shall a Councilmember initiate any project or study without the approval of the Council.”

Determination of Committee: Violation found because the process of a dual trailhead occurred. Someone directed someone to look at that. So staff was involved. Additionally, the code states “nor shall a Councilmember initiate any project or study without the approval of the Council” and council was not approached nor was any discussion or vote taken on this issue.

Violation of Code of Ordinances Section 30.082B:

Code Provision: “Councilmembers shall not attempt to pressure or influence discussions, recommendations, workloads, schedules or department priorities absent the approval of the Council.”

Determination of Committee: No violation.

Violation of Code of Ordinances Section 30.083:

Code Provision: “Individual Councilmembers shall not attempt to pressure or influence board, commission or committee (each, an “agency”) decisions, recommendations or priorities, absent the approval of the Council. The role of Council liaison is to observe and report to the Council and the agency the activities and actions of the agency and the Council, respectively. Councilmembers may not serve as members of any Town Agency.”

Determination of Committee: Violation found because this section was the key to the whole issue. Limited access to boards and commissions. The outcome was changed. While the original intent may or may not have been to influence but action did occur that brought a change.

Violation of Code of Ordinances Section 30.085A:

Code Provision: “Town Councilmembers may use their title only when conducting official town business, for information purposes, or as an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority.”

Determination of Committee: No violation.

Violation of Code of Ordinances Section 30.085B:

Code Provision: “Once the Town Council has taken a position on an issue, all official town correspondence regarding that issue will reflect the Council's adopted position.”

Determination of Committee: No violation.

Violation of Code of Ordinances Section 30.085E:

Code Provision: “Personal opinions and comments may be expressed only if the Councilmember clarifies that these statements do not reflect the official position of the Town Council.”

Determination of Committee: No violation.

Violation of Code of Ordinances Section 30.031:

Code Provision: This is the general code section on powers and duties of the Mayor.

Determination of Committee: The complaint that was filed did not include an allegation that Section 30.031 was violated. This is being forwarded to the Council for consideration. Mr. Reppen voted that Section 30.031 was violated. Ms. Alen and Mr. McBrady did not vote. The

Town Attorney recommends that since this was not include in the complaint that was filed, it should not be considered at this time.

Submitted this 3 day of November 2014 by the Town of Dewey-Humboldt Ethics Committee.

Arlene Alen
Committee Chair