

**STUDY SESSION MEETING NOTICE**  
**TOWN COUNCIL OF DEWEY-HUMBOLDT**  
**Tuesday, April 8, 2014, 2:00 P.M.**

**COUNCIL STUDY SESSION 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. Roll Call.**

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

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

**3.1. Review and discussion of FY 14-15 Public Safety IGA with Yavapai County Sheriff's Office.**

**3.2. Scheduling of a workshop with the Urban Land Institute (ULI).** [Continued discussion from the January 14<sup>th</sup> Regular Meeting and March 11<sup>th</sup> Study Session]

**4. Special Session.** Legal Action can be taken.

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

**5. 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.

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**6. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, April 15, 2014, at 6:30 p.m.

Next Town Council Budget Session: Tuesday, April 22, 2014, at 9:00 a.m.

Next Planning & Zoning Commission Meeting: Thursday, May 8, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, May 13, 2014, at 2:00 p.m.

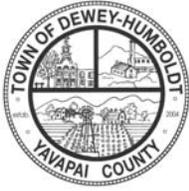
If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

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

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**TOWN COUNCIL STUDY SESSION**

**April 8, 2014, 2:00 p.m., Town Council Chambers**

**Agenda Item #3.1 Review and discussion of FY 14-15 Public Safety IGA with Yavapai County Sheriff's Office (YCSO).**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: April 3, 2014**

**Purpose: Review and potential direction to the next steps - placing the IGA for Council adoption at a future meeting.**

**Summary:**

YCSO recently submitted their FY 14-15 Public Safety IGA. Under the IGA, YCSO will continue the same level of service for Dewey-Humboldt, as in previous years. The total fee for FY 14-15 is \$366,238. It represents an increase of \$8,707 or an approximately 2.5% increase over the last fiscal year. I understand that the increase is primarily due to personnel related costs - a 2% Cost of Living increase for County employees and an increase in the employer contribution to the Public Safety Retirement system.

The IGA has been considered in the (D-H) Town Manager's FY 14-15 budget proposal. The IGA is to be approved by Yavapai County Board of Supervisors at their April 7<sup>th</sup> meeting.

Please review the proposed IGA materials and advise me of your questions/requests for the YCSO and/or to place the IGA for a future meeting for adoption.



# YAVAPAI COUNTY SHERIFF'S OFFICE

## COMMUNITY SERVICES CONTRACT

### FOR THE TOWN OF DEWEY-HUMBOLDT

**2014-15**

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

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

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

#### **Patrol:**

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

#### **Animal Control:**

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

#### **Criminal Investigations Bureau:**

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



# YAVAPAI COUNTY SHERIFF'S OFFICE

## **Support Services:**

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

## **Management services:**

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

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

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

## **Specialized area-wide services:**

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

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

\$7,572	Personnel Benefits Increase
\$1,136	Support Services Increase
<b>\$8,708</b>	



# YAVAPAI COUNTY SHERIFF'S OFFICE

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

### Annual Personnel Costs      **\$278,667**

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

### Annual vehicle Costs    **\$45,771**

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

### Support Services Costs    **\$41,800**

Costs based on 15% of personnel costs

## Budget Cost Summary

### Personnel Costs

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

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

140hrs / wk

===== 3.5 deputies

40hrs / deputy / wk

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

- Vehicle Costs

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

- Support Services Costs

15% of Salaries

\$278,667 x 15% = **\$41,800**

- Total Budget Cost FY 2014/2015

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

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

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

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

**RECITALS**

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows.

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

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

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

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

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

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

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

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

**APPROVALS**

**YAVAPAI COUNTY**

**TOWN OF DEWEY-HUMBOLDT**

\_\_\_\_\_  
Rowle Simmons, Chair of the Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Terry Nolan, Mayor  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Ana Wayman - Trujillo, Clerk of the Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Judy Morgan, Town Clerk  
Date: \_\_\_\_\_

ACCEPTANCE AND CONCURRENCE:

\_\_\_\_\_  
Scott Mascher, Sheriff  
Date: \_\_\_\_\_

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

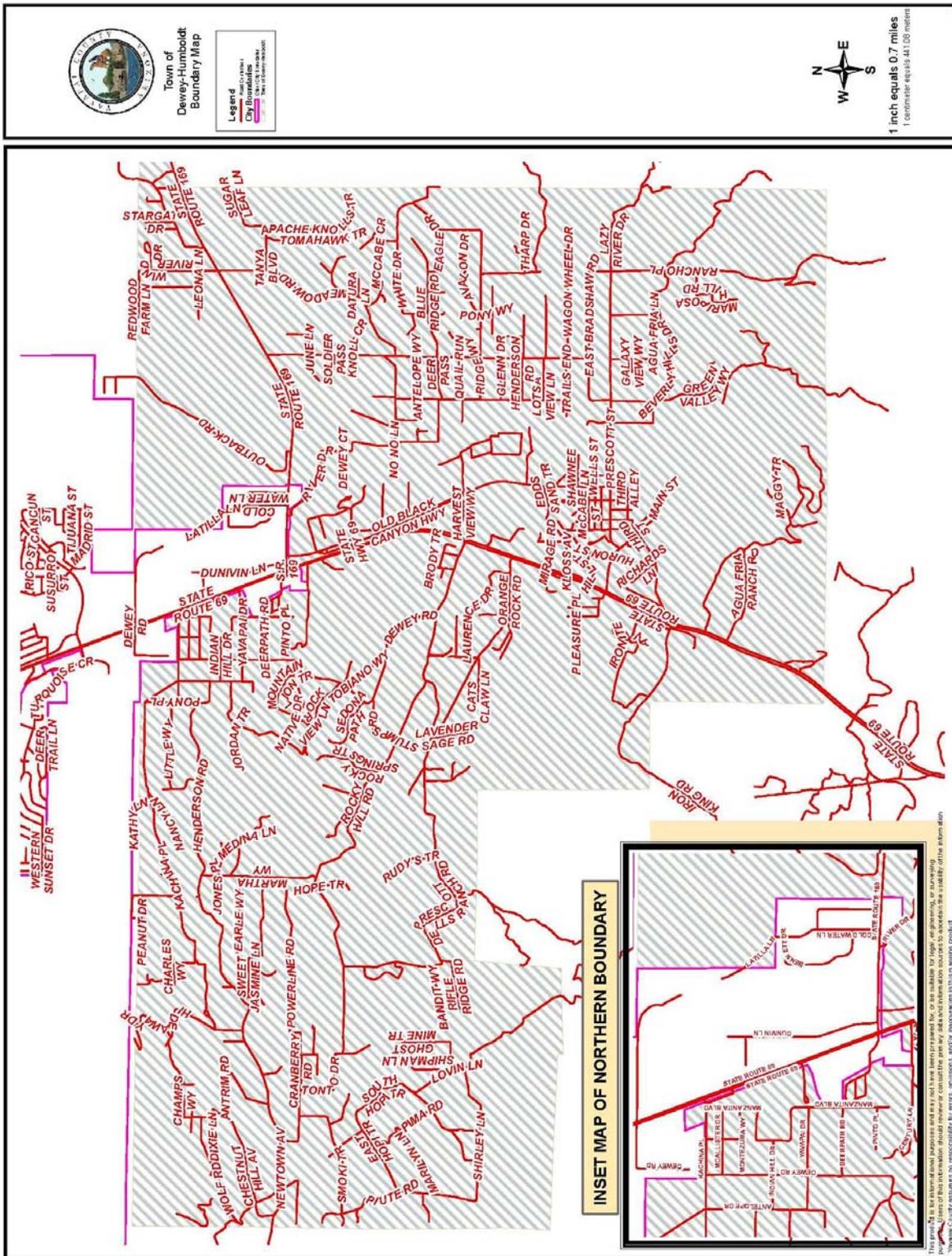
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Susan Goodwin, Town Attorney

D/H SO IGA FY2011

Yavapai County Sheriff's Office -Patrol Zone Map



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

**1. Ancillary Services.**

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

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

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

**2. Support Services.**

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

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

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

**Annual Personnel Costs      \$278,667**

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

**Annual vehicle Costs    \$45,771**

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

**Support Services Costs    \$41,800**

Costs based on 15% of personnel costs

**Budget Cost Summary**

• **Personnel Costs**

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

140hrs / wk  
===== 3.5 deputies  
40hrs / deputy / wk  
**\$79,619 x 3.5 deputies = \$278,667**

• **Vehicle Costs**

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

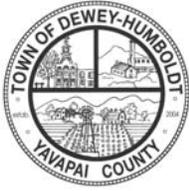
• **Support Services Costs**

15% of Salaries

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

• **Total Budget Cost FY 2014/2015**

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



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**P.O. BOX 69**  
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**Phone 928-632-8562 ▪ Fax 928-632-7365**

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**TOWN COUNCIL STUDY SESSION**

**April 8, 2014, 2:00 p.m., Town Council Chambers**

**Agenda Item # 3.2 Scheduling of ULI (Urban Land Institute) Workshop in the coming months, preferably in April.** Advising for Council Members' availability.

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: April 3, 2014**

**Purpose: Determine Council's availability.**

**Summary:**

This item has been brought to Council's attention, starting in January 2014. At Vice Mayor Alen's request (in the form of a CAARF), Council expressed interest in inviting ULI for a workshop, at the January 14<sup>th</sup> meeting.

Upon some preparation work, at the March 11<sup>th</sup> Study Session, Council discussed scheduling for the workshop. Recently, at the April 1<sup>st</sup> meeting, VM Alen announced the new possible dates for Council to consider. They are: May 6, May 9, May 12, May 13, May 15 and May 16. Based on previous information, the workshop will be Main Street/Historical District related and last 2 to 4 hours.

Please note that a tentatively scheduled budget session is planned for May 13<sup>th</sup> at 9:00 a.m.

Before agendizing the workshop, staff would like to seek Council's availability for the event. VM Alen may have more details of the workshop.