

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

Tuesday, January 6, 2015, 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 Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan.

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

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

4.1. Interview and possible appointment of Joe Garcia to the Planning and Zoning Commission.

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

5.1. A report regarding the Community Development Software (Building/Planning & Zoning Permitting Code Enforcement).

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 on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A **3** minute per speaker limit may be imposed. The audience is asked to

please be courteous and silent while others are speaking.

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

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

9.1. **Granicus Service Agreement renewal for usage of Granicus media system.**

9.2. **Nominate an attendee to represent the town for the upcoming calendar year GPREP meetings.** [CAARF requested by CM Repan]

9.3. **Town Manager Employment Anniversary. Discussion and possible action whether to approve a merit increase of up to 2.25% (as determined by the FY 14-15 Budget), effective January 3, 2015, as stipulated in Town Manager’s Employment Agreement.**

9.3.1. **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.**

9.3.2. **Reconvene Regular Meeting.**

9.4. **Discussion in Executive Session and possible action on changing the Town Manager’s contract to a date certain, preferably for two years.** [CAARF requested by CM Wright].

9.4.1. **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.**

9.4.2. **Reconvene Regular Meeting.**

10. **Public Hearing Agenda.**

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

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

12. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, January 20, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting (Joint Mtg. with Council): Thursday, January 8, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, January 13, 2015, at 2:00 p.m.

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

Certification of Posting

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

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

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TOWN OF DEWEY-HUMBOLDT

P.O. Box 69

Humboldt, AZ 86329

Phone: 928-632-8562 • FAX: 928-632-7365

Town Council, Commission and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

Personal information:

Name: JOE GARCIA email: [REDACTED]

Mailing & Physical Address: P.O. BOX [REDACTED] HUMBOLDT, AZ 86329

Phone Number: 928 [REDACTED] - MOBILE/BELL CONSULTANT
(please indicate home and work numbers) Occupation

How long have you lived in Dewey-Humboldt? 15 years. Are you over the age of 18? Yes No

Are any of your relatives, employed by the Town? Who/Where: No

Emergency Contact: [REDACTED]
Name Phone Relationship

Are you presently employed? (Check as many as apply)
 Employed full-time Employed part-time Unemployed Retired

Employment experience relevant to the position applied for: REGULATORY; HOME CONSTRUCTION; REAL ESTATE;

Position applied for: Briefly describe your interest in volunteering for the Town's Council, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper. P+Z

PREVIOUSLY SERVED ON P+Z COMM; EXP IN LEGAL RESEARCH; HOME CONSTRUCTION; PROJECT MANAGEMENT; HEALTH CARE ADMINISTRATION CONSULTANT; KNOWLEDGE OF PROPERTY DEVELOPMENT; REAL ESTATE AGENT;

10/20/2014
DATE

[REDACTED SIGNATURE]
SIGNATURE

If you have any questions about this application, please contact the Town Clerk at (928) 632-8562. Please mail the completed application to the Town of Dewey-Humboldt, Town Clerk, P.O. Box 69, Humboldt, AZ, 86329, fax to 928-632-7365, or email to judymorgan@dhaz.gov.

Town of Dewey-Humboldt

Council, Commissions and Committees

(Please number in order of preference, 1st choice, 2nd choice, etc., if applying for more than one position)

COUNCIL- serves as the legislative body and primary authority of the Town.

_____ **Town Council**

COMMISSIONS - appointed by the Town Council and subject to open meetings law.

①

Planning and Zoning Advisory Commission – Seven member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council.

COMMITTEES – entirely voluntary and meet at their discretion based on interest and need.

_____ **Environmental Issues Advisory Committee** – Provides for the identification, assessment and monitoring of environmental/public health issues of concern to the Town.

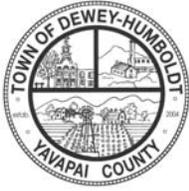
_____ **Groundwater Resource Advisory Committee** – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens rights to access groundwater and other appropriate water resources.

_____ **Clean Town Committee** – Provides volunteer services to the Town and its citizens in developing programs that address issues of accumulated trash, code enforcement and related concerns.

_____ **Open Space & Trails Committee** – Provides volunteer services to the Town for the collection of data, information and studies that will further the implementation of the goals and objectives of the Open Space & Trails Master Plan.

_____ **Other Committees as needed.**

For additional information regarding any of the above volunteer groups, please contact Judy Morgan, Town Clerk at 928-632-7362.



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

TOWN COUNCIL REGULAR MEETING

January 6, 2015, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 5.1. Community development software - Building and P&Z permitting and code enforcement management.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: December 5, 2014

Summary: The Town currently uses “BlackBear” software for building permitting and code enforcement needs. BlackBear has become obsolete and reached its end-of-life. There is no technical support available and its eventual collapse is imminent. Council has been very understanding and supportive of the need to replace the system. As soon as the Council was made aware of BlackBear’s situation, funds were budgeted for approximately \$14,000 in FY 14 budget and then FY 15 budget because the replacement did not occur in FY 14 due to vendor’s delay in releasing the software.

The search for a replacement system began in 2013. Originally we had thought that Cassell would be the most suitable choice. Caselle is the finance software we are using and Caselle’s permitting module would be able to interface with the financial system perfectly. However, our experience with Casselle’s permitting module has proven troublesome – continued delays of releasing dates, non-responsive sales approach and discrepancies of the quotes. We decided to continue searching and recently concluded the research with the selection - WindoWare.

Here is a breakdown of Staff research:

BasicGov – \$11,800 + \$4284/year support (no conversion of data)

SmartGov – \$7,500 per year cost, additional one-time costs: training at \$200/hour; configuration at \$160/hour; data importation-free of charge

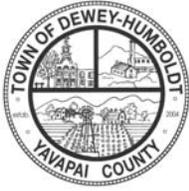
CitizenServe – Annual User fee/user - \$1,800 (4=\$7,200) and Monthly user fee/user-\$150 (4=\$600). One time initial fees/user: Training \$200 (4=\$800), Setup \$300 (4=\$1,200), Project Management \$100 (4=\$400). Total initial cost: \$10,200 (\$7,800 annually)

Caselle – \$10k + \$138/month support (pricing does not include any conversion of existing data from BlackBear.

WindoWare – total cost \$8,349 (Initial costs include software, support, data conversion and training); annual support fee of \$1,300 (included in the initial setup costs). It is designed for small agencies that issue less than 5000 permits a year.

WindoWare stood out because of several reasons: its robust yet practical features, attentive customer service, its capability of converting existing data from BlackBear, and its reasonable pricing. The software has many small municipal clients and the references offered very positive reviews. It is able to generate good reports that would meet Finance’s needs. As a budgeted purchase, I intend to authorize the purchase so that we can proceed with implementation soon to avoid any further overdue of replacing the obsolete BlackBear system.

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HUMBOLDT, AZ 86329
Phone 928-632-8562 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING
January 6, 2015, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Granicus Service Agreement.

To: Mayor and Town Council Members
From: Judy Morgan, Town Clerk

Date submitted: December 5, 2014

Recommendation: Approve the attached Granicus agreement with an upgrade to our current services (Exhibit A).

Summary:

The Town of Dewey-Humboldt initiated an agreement with Granicus for a streaming media solution and media software July 1, 2008. This contract was for (up to) a 5 year term. That agreement has since expired, although our services (and fees) have continued as originally contracted.

Recently we were made aware that our encoder/server hardware is no longer supported due to the age of the equipment. We are unable to use the Granicus programs on any computer with Windows 8 operating systems, for this reason. We have been working with Granicus to obtain updated equipment as a replacement to our outdated encoder. This updated equipment will also have the new added feature of not only providing live and on-demand streaming - online but also via mobile devices. We have also been offered a "Boards & Commissions" solution, which is designed to easily manage government body appointments, vacancies and citizen applications online. For this upgraded functionality an increase of \$150 in our monthly fee is proposed.

In order for us to continue our Granicus live and on-demand streaming service we will need to sign a Service Agreement with Granicus. In order for us to receive support for our Granicus encoder/server and improved functionality we need to upgrade to the new equipment.

The Town Attorney has reviewed the contract.

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of January 6, 2015 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and Town of Dewey-Humboldt (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client’s existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client’s sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus

Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibits A and B.

3.2 Fifty percent (50%) of all up-front fees for all product suites are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees for each product suite are due upon completion of deployment for that suite. Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: Town of Dewey-Humboldt
Title: Town Clerk
Address: 2735 S. State Route 69, Suite 12
P.O. Box 69
Humboldt, AZ 86329

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their

services. All purchased training must be completed within sixty (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time

3.6 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit E.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other

party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain

through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are

reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. INTERLOCAL AGREEMENT.

This contract may be extended for use by other municipalities, school districts and governmental agencies. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

[The remainder of this page left blank intentionally]

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Current Solution
- Exhibit C: Support Information
- Exhibit D: Hardware Exhibit
- Exhibit E: Trademark Information
- Exhibit F: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

Town of Dewey-Humboldt

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

PROPOSAL

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The banner features a blue vertical bar on the left with the text "Cloud Solutions" in white. To the right, on a green background, is the text "for Government" in white. Three blue icons are arranged horizontally: a film strip with a play button (labeled "Streaming & Video Indexing"), a government building (labeled "Efficient Open Government"), and two speech bubbles (labeled "Citizen Engagement"). The Granicus logo is at the bottom right.

Solution for Town of Dewey-Humboldt, AZ

Granicus Boards & Commissions



Proposal Presented to:
Judy Morgan
Town Clerk
Town of Dewey-Humboldt, AZ

Granicus Solution for Town of Dewey-Humboldt, AZ

11-06-14

Dear Judy,

Thank you for your continued partnership with Granicus. We're excited to support your transparency and public meeting workflow initiatives. It has been our pleasure to work with the Town of Dewey-Humboldt over these past 6 ½ years. We look forward to continuing a rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, a pricing proposal, and a checklist that outlines our next steps.

Current Situation

1. Town of Dewey-Humboldt has 3 Boards and Commissions.
2. Being able to have one central location for the City's Boards and Commissions.
3. Upgrading existing encoder to stream to mobile devices.

Key Challenges

1. Citizens download the application form online and submit the application by mail making it a time consuming process. Or drop off an application at Town Hall. They may also submit backup materials (Resume and qualifications) along with the application form.
2. Staff members enter applicant details are manually entered in different places as each board might have its own spreadsheet. This means that the information is scattered in different places making it difficult to track the various applicants for the board members.
3. Current encoder is out of warranty and is not able to be used with the staff's new computers.

Ideal Solution Components

We discussed in great detail key solution components in Granicus Boards and Commissions module that can help with some of the challenges described above.

1. A single application to automate and track applications to all of Town of Dewey-Humboldt Boards and Commissions.
2. Make the information searchable with ability to drill down to specific applicant and board member details.
3. Give citizens to submit the application online along with any associated backup materials.
4. Eliminate manual entry of all applicant information into multiple spreadsheets. Save time!
5. Support recruitment drives with ability to publish the application online and share over social media such as Facebook & Twitter.
6. Redact personal information while presenting recommended candidates to Council for approval.

7. Have detailed analytics to understand member and applicants composition for all Dewey-Humboldt's boards and commissions.

Plan

Please find attached detailed pricing in this proposal for your review.

Over 1200 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop solutions with government in mind. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Jonathan Foulk

Software Sales Executive

415-308-6646

Granicus, Inc

Solution Pricing

Your Granicus solution was based on Town of Dewey-Humboldt’s specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support. Solution pricing is detailed below.

Product Name	Quantity	Unit Price (Up-Front)	Unit Price (Monthly)	Total Price (Up-Front)	Total Price (Monthly)
Granicus Boards & Commissions	1	\$0.00	\$175.00	\$0.00	\$175.00
Customer Discount			-\$125.00		-\$125.00
Granicus H.264 Encoder	1	\$4,500.00	\$300.00	\$4,500.00	\$300.00
Customer Discount		-\$2,150.00	-\$200.00	-\$2,150.00	-\$200.00
				\$2,350.00	\$150.00

Proposal expires on November 14th, 2014. Granicus monthly pricing does not go up unless the Town adds a service. This additional monthly service is on-top of your current monthly fee of \$870.40.

AUTHORIZING SIGNATURE _____ DATE _____
 PRINTED NAME _____ TITLE _____

Terms

- Sales tax may apply depending on your organization’s tax status and the tax laws unique to your state, county and/or municipality
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus’ receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management, deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

Pre-Project Start Milestones

Item	Date	Contact
Proposal Review	11-07-2014	Jonathan/Judy
Solution Validation Call	TBD	Jonathan/Judy/IT
Funding/Procurement Review	11-14-2014	Jonathan/Judy
Work Order Received/Contract Executed	11-14-2014	TBD
Project Kick Off Call	Up to 30 days after contract signed.	TBD

Proposed Solution

Boards & Commissions

The Boards and Commissions app is designed to help government agencies easily manage government body appointments, vacancies, and citizen applications online. Now, the public can easily see what boards and commissions exist and take the opportunity to apply for open seats quickly from the web.

Traditionally, applying for boards and commissions is a paper-heavy and labor intensive process involving a lot of emails, phone calls, public notices, multiple systems and ongoing coordination throughout the year for governing bodies. This application simplifies the entire administrative process with online appointment workflows. There are even automated email form letters, and website widget builders to save time in the recruitment process.

Some of the key features it includes:

- Easily publish and promote open vacancies on their website and across social networks
- Customize and design your citizen application template and leverage a seamless integration to any government website
- Filter and qualify applicants using simple and effective search tools
- Auto-generate communications and follow up for all steps of the application & appointment process
- Intelligent dashboard for monitoring terms and vacancies with built in alert system
- Integrates seamlessly with Granicus' Legislative Management toolset.



Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery



Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,00 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

EXHIBIT B

CURRENT SOLUTION

Granicus Streaming of Town Council meetings and indexing: \$870.40/month.

[The remainder of this page is left blank intentionally.]

EXHIBIT C

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work (“SOW”). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

4.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a “time-and-materials” basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus’ completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

4.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS’ SOLE OBLIGATION, AND CLIENT’S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT D

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the “**Hardware**”) provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term “sale” or “purchase.”
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client’s acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client’s responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS’ LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client’s acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to

the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

6. **Remote Accessibility.** Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

7. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

8. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

9. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

[end of Hardware Exhibit]

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: January 6, 2015

Date of Request: December 18, 2014

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
Discussion in Executive Session and possible action on changing
the Town Manager's contract to a date certain, preferably for two years.

Purpose and Background Information (Detail of requested action). The current
Town Manager's contract is open-ended. I would like discussion on changing
it to a 2-year contract renewable by each newly elected council. This would allow
both the Council and Town Manager to negotiate new terms if either wished to do so.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: DH code, current TM's contract.

Type of Presentation: Oral

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

Contact Person: CM Wright

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

(G) *Authority and responsibilities.* The Town Manager shall be responsible to the Council for the proper administration of all affairs of the town under the specific direction and control of the Council. The responsibilities are set forth as follows:

(1) Coordinate and execute on behalf of the Town Council general administration and supervision of town employees, and implement the policies set by Council by motions, ordinances, resolutions and codes of the town;

(2) Analyze and supervise the functions, duties and activities of the various departments and services of the town and of all employees thereof, and make such recommendations to the Town Council with reference thereto as in his or her judgment will result in improved efficiency in the overall operation of the town;

(3) Attend all meetings of the Council unless excused by the Mayor individually or the Council. He or she shall present options and recommendations relative to each item on the agenda for approval, rejection or modification by the Council. Also be prepared to report on or discuss any matter concerning the affairs of the departments, services, or activities under his or her supervision upon which the Council shall be informed;

(4) Keep the Town Council, committees, commissions and boards fully advised about relevant information including, but not limited to legal actions involving the town, upcoming discussions and events that pertain to their respective functions. Any information received should be transmitted, as it comes in, so that the committees, commissions and boards will have plenty of lead time to investigate and advise the Council;

(5) Recommend to the Council for their consideration resolutions, ordinances or other measures as needed or appropriate. The Manager is bound by whatever action the Council takes;

(6) Appoint, promote, demote, suspend, and remove employees of the town with the ratification of the Town Council. Town Manager may recommend to the Council appointment and removal of the Attorney and Magistrate;

(7) Keep the Council at all times fully advised as to the financial conditions and needs of the town and to provide whatever reports to the Council as it may deem necessary. It shall further be his or her duty to see that no indebtedness is incurred or expenditure made in violation of the Arizona Constitution, the State Budget Law, A.R.S. §§ 42-17101 *et seq.* and the *Principles of Sound Financial Management*, Resolution 08-58;

(8) Supervise the expenditures of all departments or services of the town and act as purchasing agent for the purchase of all supplies, goods, wares, merchandise, equipment and materials which may be required for any of the departments or services within the existing budget;

(9) Receive from each department of the town, itemized annual estimates of expenditures required by them for capital outlay, salaries, wages and operating costs; to tabulate the same into a preliminary consolidated town budget and submit the same to the Town Council annually on the date specified by them, with his or her recommendations for all expenses and revenues;

(10) Either the Town Manager or the Town Clerk shall recommend the issuance of all warrants or checks drawn on the bank account or accounts of the town to be signed by two Council Members;

(11) Follow through and endeavor to resolve all complaints filed against any employee, department or service within two weeks. All such complaints and resolutions shall be forwarded to the Town Council as they are received;

(12) Keep the Town Council informed of all opportunities available from or sought by organizations or individuals whose aim and purpose it is to advance the interests of the town and its residents;

(13) Make and keep an up-to-date inventory of all property owned by the town and exercise general supervision over all property that is under the town's control and jurisdiction of the Council. Recommend to the Town Council the purchase of machinery, and equipment as deemed needed;

(14) See that all franchises, permits and privileges granted by the town are faithfully observed;

(15) Performs such other duties as may be directed by the Town Council.

(H) *Limitations upon responsibility.* The Town Manager, other than making recommendations, shall not exercise any policy-making or legislative functions whatsoever, nor attempt to commit or bind the Town Council or any member thereof to any action, plan or program requiring official action of the Town Council. This section does not grant any authority to the Town Manager that is vested in or imposed by general law or town ordinances in any town committee, commission, board, officer or employee.

(I) *Conduct.* The Town Manager shall endeavor at all times to exercise tact, patience, impartiality and courtesy in his or her contacts with the public, the Town Council, all town boards, committees, commissions, departments and employees.

(J) *Resignation of Manager.* The Manager shall provide the Council with 30 days' written notice of intention to resign his or her position. The Manager shall assist the Council on their recruitment and selection of a replacement if requested by the Council. In the event of resignation due to health reasons or other reasons which a majority vote of the Council deems an emergency, the period of written notice shall be determined in conference between the Manager and the Town Council. During the time that the town has no interim or permanent Manager, the Town Council may act in a limited capacity until a permanent Manager is hired and on board at Town Hall. The duties of the Council will be:

(1) To receive information sent via e-mail or snail mail to the Manager so that no information slips through the cracks;

(2) Answer any questions that come in via phone or in person from citizens or others that would normally be handled by the Town Manager; and

(3) To relay any information without opinions to the whole Council.

(Ord. 08-36, passed 1-15-2008; Am. Ord. 10-76, passed 11-30-2010; Am. Ord. 11-82, passed 3-22-2011; Am. Ord. 11-84, passed 4-5-2011)

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 21st day of October, 2011 between the Town of Dewey Humboldt ("Town") and Yvonne Kimball ("Kimball") under the following terms, conditions and obligations.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 Town employs Kimball and Kimball accepts said employment subject to the terms and conditions of this Agreement, Section 30.030 of the Dewey – Humboldt Town Code ("Town Code"), and to the supervision and direction of the Common Council of Town ("Town Council"). Kimball shall carry out the duties set forth in Section 30.030 of the Town Code, comply with applicable laws of the State of Arizona and perform such other legally permissible administrative and executive duties as required by her position or assigned to her by Town Council.

1.2 Kimball will devote her working day to the business of Town, it being recognized and agreed that the position of Town Manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council.

1.3 Kimball shall be an exempt employee under the Fair Labor Standards Act and is therefore not eligible for overtime.

2. TERM

2.1 This Agreement commences on January 3, 2012. Kimball, as Town Manager serves at the pleasure of the Town Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Kimball as Town Manager, with or without cause pursuant to section 4 and 5 of this agreement.

2.2 In the event Kimball voluntarily resigns as Town Manager, Kimball shall give the Town Council sixty (60) days' advance notice unless the Parties agree otherwise.

3. COMPENSATION AND BENEFITS

3.1 Town shall pay Kimball an annual salary of Seventy Thousand dollars (\$70,000.00). Payment shall be in equal biweekly installments by direct deposit. At the discretion of the Town Council, the annual base salary may be reviewed either as part of the budget process or by other action of the Town Council. As a result of the review, the decision to increase or not increase the compensation of Kimball is solely within the discretion of the Town Council.

3.2 In addition to the salary and benefits described in Paragraph 3.1 of this Agreement, Kimball will receive the following benefits:

- A. Town-provided benefits provided to exempt employees, which currently includes the following:

ICMA-RC 401 (a) retirement account: The Town provides a 2-to-1 match of up to 12% for an employee contribution of 6% (for a total of 18%). The Town does not participate in Social Security or the Arizona State Retirement System. An employee-funded ICMA-RC 457 plan is also available.

After 30 days from commencement of work as set forth in Paragraph 2.1, health (2 plans: one high deductible plan a Health Savings Account), dental, life (\$20,000 from Town, employee paid up to \$300,000), and vision insurance paid by the Town for the employee only (dependent coverage available at employee's expense), supplemented with a Health Savings Account contribution by the Town of \$100 per month (if using the HSA-qualified plan).

Sick leave accruing at the rate of 2.7692 hours each pay period (9 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

Vacation leave accruing at a rate of 4.6154 hours each pay period (15 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

One personal day and 10 holidays.

Off-site training (conferences, etc), on-line training, professional membership dues, civic club dues and associated travel, not to exceed \$2100 per fiscal year.

Hours of Work: Kimball will devote her working day to the business of the Town, it being recognized and agreed that the position of town manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council. Notwithstanding the full-time nature of Kimball's duties, she shall conduct her work hours as an executive employee, thereby giving to Kimball the discretion as to her actual time and place of work which may include occasional working after regular work hours and on holidays. Such executive obligation will include the privilege that Kimball also has the discretion to absent herself from Town offices for personal reasons, provided that the operations of the Town will not suffer and that she can be reached on short notice.

The Town Council reserves the right to modify the benefits currently provided to its exempt employees.

- B. A vehicle allowance in the amount of \$3600 per fiscal year.
- C. A telephone allowance in the amount of \$80.00 per month.

3.3 For transition assistance, Town agrees to reimburse Kimball for qualified moving expenses, not to exceed \$5000.00 upon presentation of itemized receipts.

4. **TERMINATION.** For the purpose of this agreement, termination shall occur when:

4.1 ~~The~~ Town Council votes to terminate Kimball as the Town Manager at a duly authorized public meeting by an affirmative vote of the Town Council with all seven (7) members present.

4.2 If the Town reduces the base salary, compensation or any other financial benefit of Kimball, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this Agreement and will be regarded as a termination without cause for severance purpose.

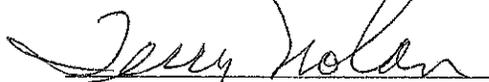
4.3 If the Town Council or citizens act to amend any provisions of the Town Code or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Kimball's position (Town Manager) that substantially changes the form of government, Kimball shall have the right to declare that such amendments constitute termination without cause for severance purpose.

5. **SEVERENCE.** In the event that Kimball is terminated as defined in section 4 TERMINATION or is forced to resign by the Town Council during the time that Kimball is willing and able to perform the duties of Town Manager, then the Town Council agrees to pay Kimball a lump sum cash payment in full settlement of any causes of action, claims, damages, attorney's fees and costs arising out of the termination in the amount of three (3) months annual total base compensation. Prior to receipt of severance pay, Kimball shall execute a waiver and release of claims in a form satisfactory to the Town Attorney. If Kimball is terminated with cause, Town shall have no obligation to pay severance damages. "Cause" includes the following (i) failure to abide by applicable provisions of Town Code 30.030 Town Manager (ii) breach of this Agreement by Kimball, (iii) refusal to carry out a lawful direction of the Town Council made by the affirmative vote of the Town Council at a public meeting, (iv) conviction of a criminal offense, or (v) continuing to act in a manner that causes discredit to the Town after receiving notice from the Council that Kimball's actions cause discredit to the Town.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Arizona.

7. CONFLICT OF INTEREST. This Agreement may be terminated pursuant to ARS Section 38-511.

TOWN OF DEWEY-HUMBOLDT


Terry Nolan, Mayor

TOWN MANAGER

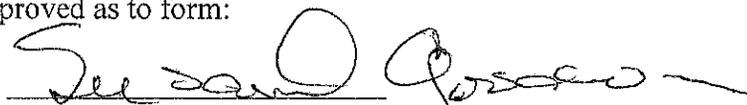

Yvonne Kimball

10-21-2011

ATTEST:


Judy Morgan, Town Clerk

Approved as to form:


Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Susan D. Goodwin