

TOWN CLERK CYNTHIA NICHOLS

REGULAR MEETING 5:00 PM

September 9, 2021

**REGULAR MEETING AGENDA
DUNCAN COMMON COUNCIL
THURSDAY, SEPTEMBER 9, 2021; 5:00 PM
DUNCAN TOWN HALL; 506 SE OLD WEST HIGHWAY**

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA) THE TOWN OF DUNCAN DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN THE ADMINISTRATION OF ITS PROGRAMS OR SERVICES.

INDIVIDUALS WITH DISABILITY WHO REQUIRE ACCOMMODATIONS, INCLUDING AUXILIARY AIDS OF SERVICES FOR EFFECTIVE COMMUNICATION, SHOULD CONTACT THE TOWN OF DUNCAN, ADA COMPLIANCE COORDINATOR AT LEAST 24 HOURS IN ADVANCE AT (928) 359-2791, MONDAY – THURSDAY, 7-5, TO MAKE KNOWN THEIR NEEDS AND PREFERENCES.

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

OPENING PRAYER:

1. **CONSENT AGENDA:** ALL ITEMS ON THE AGENDA MARKED WITH AN ASTERICK ARE CONSIDERED TO BE ROUTINE, NON-CONTROVERSIAL IN NATURE AND ARE GROUPED TOGETHER FOR A SINGLE VOTE WITHOUT COUNCIL DISCUSSION. THE CONSENT AGENDA IS A TIME SAVING DEVICE AND COUNCIL MEMBERS MAY REMOVE ANY ITEM FROM THE CONSENT AGENDA FOR DISCUSSION AND A SEPARATE VOTE, IF APPROVED.
 1. **APPROVAL OF JUNE 11, 2021 WORKSHOP MEETING MINUTES***
 2. **APPROVAL OF JUNE 21, 2021 REGULAR MEETING MINUTES***
 3. **APPROVAL OF AUGUST 21, 2021 SPECIAL MEETING MINUTES***
 4. **APPROVAL OF AUGUST 18, 2021 SPECIAL MEETING MINUTES***
 5. **APPROVAL OF AUGUST 20, 2021 SPECIAL MEETING MINUTES***
 6. **APPROVAL OF AUGUST 26, 2021 SPECIAL MEETING MINUTES***
 7. **APPROVAL OF SEPTEMBER 7, 2021 WORKSHOP MEETING MINUTES***
2. **CALL TO THE PUBLIC:** COMMENTS ON MATTERS FROM THE PUBLIC NOT LISTED ON THE AGENDA. THOSE WISHING TO ADDRESS THE COUNCIL SHOULD FILL OUT A "REQUEST TO ADDRESS THE COUNCIL" FORM AND PRESENT IT TO THE CLERK PRIOR TO THE BEGINNING OF THE MEETING. THE MAYOR WILL RECOGNIZE THE PERSON WISHING TO SPEAK DURING THE CALL TO THE PUBLIC ITEM SHOWN ON THE AGENDA. TIME PERMITTING; EACH PRESENTATION WILL BE GIVEN APPROXIMATELY THREE (3) MINUTES, NO ACTION OR COUNCIL DISCUSSION WILL RESULT FROM THE PUBLIC COMMENTS OR MATTERS NOT LISTED ON THE AGENDA (§38-431-02).
3. **MAYOR'S REPORT:**
4. **COUNCIL REPORTS:**
5. **TOWN MANAGER'S AND STAFF REPORTS:**
6. **FINANCIAL REPORT AND UPDATE – PAT WALKER**

7. **REPORTS ON CURRENT EVENTS:**
 - GREENLEE COUNTY BOARD OF SUPERVISORS
 - DUNCAN PUBLIC LIBRARY
 - COMMUNITY ORGANIZATIONS

8. **CONSIDERATION OF APPROVAL OF ROAD GRADER FOR \$97,000, NOT TO EXCEED \$100,000**
DISCUSSION AND ACTION.....J.T. MAHER

9. **CONSIDERATION OF APPROVAL OF PURCHASE OF SWIMMING POOL COVER \$4,000**
DISCUSSION AND ACTION.....J.T. MAHER

10. **CONSIDERATION OF APPROVAL OF INFORMATION TECHNOLOGY CONTRACT WITH JSI**
DISCUSSION AND ACTION.....JOSHUA MANER

11. **CONSIDERATION OF APPROVAL OF WATER LAB ADVISORY SERVICES WITH TIERRA WATER MANAGEMENT**
DISCUSSION AND ACTION.....PATSY DIXON

12. **DISCUSSION OF PENDING OPEN MEETING LAW COMPLAINT. THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(3).**
DISCUSSION ONLY.....COMMON COUNCIL

13. **DISCUSSION OF ARIZONA MUNICIPAL RISK RETENTION POOL (AMRRP) FINANCIAL MANAGEMENT INVESTIGATION; THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(2), (3).**
DISCUSSION ONLY.....COMMON COUNCIL

14. **CONSIDERATION OF DATE AND TIME OF THE NEXT MEETING:**
DISCUSSION ONLY.....COMMON COUNCIL

15. **CONSIDERATION OF ITEMS FOR THE NEXT MEETING:**
DISCUSSION ONLY.....COMMON COUNCIL

16. **ADJOURNMENT:**
DISCUSSION AND ACTION.....COMMON COUNCIL

NOTE: PURSUANT TO A.R.S § 38-431-03(A)(3). THE COUNCIL MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE TOWN ATTORNEY CONCERNING ANY MATTER LISTED ON THIS AGENDA. THE INFORMATION DISCUSSED AT ANY EXECUTIVE SESSION AND THE MINUTES THEREOF ARE CONFIDENTIAL.

COPIES OF THE AGENDA MAY BE REQUESTED AT THE TOWN OF DUNCAN 928-359-2791.

MEETING MINUTES

**WORKSHOP MEETING MINUTES
DUNCAN COMMON COUNCIL
FRIDAY, JUNE 11 2021; 10:30 AM
DUNCAN TOWN HALL, 506 SE OLD WEST HIGHWAY**

A public meeting of the Duncan Town Council was convened on June 11, 2021 at 10:30 a.m. at Duncan Town Hall located at 506 SE Old West Highway.

CALL TO ORDER – The meeting was called to order at approximately 10:30 a.m. by Mayor Anne Thurman.

ROLL CALL:

Roll call was taken and present at the meeting were the following members of the Town Council:

- Mayor Anne Thurman
- Vice Mayor Valerie Smith
- Council Member Titus Alexander Blake
- Council Member Deborah Mendelsohn
- Council Member Jill Wearne

No members were absent.

Staff present: John Basteen, Interim Town Manager
Christina Estes-Werther, Town Attorney (by phone)

Pledge of Allegiance and Opening Prayer were spoken.

1. VEREGY

Veregy representatives, _____, presented a Feasibility Study and answered questions from Council about next steps, including proposed work plan, financing and construction. (See Attachment).

2. 2022 BUDGET

John Basteen provided an update on the budget for the new fiscal year.

3. STARTING A SUBCOMMITTEE

Discussion by Council to form a subcommittee to hire a new town manager and create a job description.

4. ADJOURNMENT:

Motion by _____ to adjourn the meeting; seconded by _____.

Vote: Passed 5-0

Mayor Thurman adjourned the meeting at approximately _____.

Dated this day of _____, __ 2021.

Town of Duncan

By [authorized signature]

**REGULAR MEETING MINUTES
DUNCAN COMMON COUNCIL
MONDAY, JUNE 21 2021; 5:00 PM
DUNCAN TOWN HALL, 506 SE OLD WEST HIGHWAY**

A public meeting of the Duncan Town Council was convened on June 21, 2021 at 5:00 p.m. at Duncan Town Hall located at 506 SE Old West Highway.

CALL TO ORDER – The meeting was called to order at approximately 5:00 p.m. by Mayor Anne Thurman.

ROLL CALL:

Roll call was taken and present at the meeting were the following members of the Town Council:

- Mayor Anne Thurman
- Vice Mayor Valerie Smith
- Council Member Titus Alexander Blake
- Council Member Deborah Mendelsohn (by Zoom)
- Council Member Jill Wearne (by Zoom)

No members were absent.

Staff present: John Basteen, Interim Town Manager
Isabel Blancarte, Billing Clerk
Christina Estes-Werther, Town Attorney (by phone)

Pledge of Allegiance and Opening Prayer were spoken.

1. CONSENT AGENDA.

Council removed May 12, 2021 EXECUTIVE SESSION MEETING MINUTES from the Consent Agenda and discussed that further review of these minutes was necessary prior to approval.

Consideration and action to approve the following:

- APPROVAL OF MAY 12, 2021 REGULAR MEETING MINUTES*
- APPROVAL OF MAY 25, 2021 SPECIAL MEETING MINUTES*
- APPROVAL OF JUNE 11, 2021 WORKSHOP MEETING MINUTES*
- APPROVAL OF MAY 2021 LAB REVENUE AND EXPENDITURE REPORT FOR TOWN OF DUNCAN LABORATORY *
- APPROVAL OF MAY 2021 TOWN EXPENDITURE REPORT*
- APPROVAL OF PAYROLL MAY 2021*
- APPROVAL OF INCOME REPORT MAY 2021*

Motion by _____ to approve remaining items on the Consent Agenda; seconded by _____.
Vote: Passed 5-0

2. CALL TO THE PUBLIC.

A call to the public was made; no one requested to speak.

3. MAYOR'S REPORT:

4. COUNCIL REPORTS:

5. TOWN MANAGER'S REPORT: CURRENT EVENTS

6. DISCUSSION AND UPDATE FROM REPRESENTATIVE OF DUNCAN PUBLIC LIBRARY

No discussion.

7. DISCUSSION AND UPDATE FROM REPRESENTATIVE OF GREENLEE COUNTY BOARD OF SUPERVISORS

No discussion.

8. CONSIDERATION OF APPROVAL FOR LETTER OF INTENT FOR VEREGY/MIDSTATE ENERGY. THE COUNCIL MAY DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S § 38-431-03(A)(3) AND (4) FOR LEGAL ADVICE AND CONSULTATION OF CONTRACTS SUBJECT TO NEGOTIATIONS WITH THE TOWN ATTORNEY.

John Basteen, Interim Town Manager, introduced the Letter of Intent requested by Veregy before they continue to provide services on behalf of the Town.

Motion by _____ to convene into Executive Session, pursuant to A.R.S § 38-431-03(A)(3) and (4) for legal advice and consultation of contracts with the Town Attorney relating to the Letter of Intent for Veregy. Seconded by _____.

Vote: Passed 5-0

Council reconvened into public session at _____.

Motion by _____ to approve the Letter of Intent; seconded by _____.

Vote: Passed 5-0

9. CONSIDERATION OF FORMING A SUBCOMMITTEE TO CREATE A JOB DESCRIPTION, AND SOLICIT AND REVIEW APPLICATIONS FOR TOWN MANAGER POSITION

Discussion by Council to finalize a process to solicit letters of interest to serve on the subcommittee to hire a town manager. Discussion about nominating two council members to serve on the subcommittee and convening to meet in early July.

Motion by _____ to nominate Councilmembers Smith and Blake to serve on the subcommittee; seconded by _____.

Vote: Passed 3-0-2 (Councilmembers Smith and Blake abstained from voting).

10. UPDATE FROM PAT WALKER FOR THE TOWN BUDGET FY2022

Pat Walker is unavailable. John Basteen reported that Ms. Walker has access to records and is beginning her work but John will follow-up with her.

Motion by _____ to table presentation; seconded by _____.

Vote: Passed 5-0

11. REMAINING BALANCE OF USDA LOANS LOAN NO. 91-01 AND LOAN NO. 91-04

Discussion by Council as Mayor Thurman reported that she continues to compile information and that Pat Walker needs to be involved in this review process. Councilmember Mendelsohn stated that Congressman O'Halleran's staff is also providing assistance.

12. CONSIDERATION AND APPROVAL OF MEMBERSHIP AGREEMENT TO JOIN 1GPA

John Basteen, interim town manager, explained the request by Veregy for the Town to join 1GPA (cooperative purchasing program) to facilitate Veregy's work.

Motion by _____ to approve submitting membership agreement and join 1GPA; seconded by _____.

Vote: Passed 5-0

13. ACCEPTANCE OF CINDY NICHOLS RESIGNATION AS TOWN CLERK

Councilmembers thanked Cindy Nichols for her service.

Motion by _____ to accept Cindy Nichols resignation as Town Clerk; seconded by _____.

Vote: Passed 5-0

14. REMOVAL OF CINDY NICHOLS, AND APPOINTMENT OF ISABEL BLANCARTE, AS AUTHORIZED AGENT FOR TOWN BANK ACCOUNT.

Council discussed that due to Cindy's retirement, this change needed to be made to the Town's bank account.

Motion by _____ to remove Cindy Nichols from Town bank account and appoint Isabel Blancarte as an agent for the Town bank account; seconded by _____.

Vote: Passed 5-0

15. CONSIDERATION AND APPOINTMENT OF BILLING CLERK AS TOWN CLERK. THE COUNCIL MAY DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S § 38-431-03(1) AND (3) TO DISCUSS AND CONSIDER THE APPOINTMENT OF TOWN CLERK AND RECEIVE LEGAL ADVICE PERTAINING TO THE APPOINTMENT.

Motion by _____ to convene into Executive Session, pursuant to A.R.S § 38-431-03(A)(1) and (3) for legal advice to consider the appointment of Town Clerk. Seconded by _____.

Vote: Passed 5-0

Council reconvened into public session at _____.

Motion by _____ to approve appoint Isabel Blancarte as Town Clerk; seconded by _____.

Vote: Passed 5-0

16. CONSIDERATION OF DATE AND TIME OF THE NEXT MEETING:

Discussion by Council of July 8th 5:00 p.m. for next regular meeting and potential dates for subcommittee to convene.

17. CONSIDERATION OF ITEMS FOR THE NEXT MEETING:

Discussion by Council of items relating to subcommittee for next meeting and for other agenda items to be submitted by June 28, 2021.

18. ADJOURNMENT:

Motion by _____ to adjourn the meeting; seconded by _____.

Vote: Passed 5-0

Mayor Thurman adjourned the meeting at approximately 6:44 p.m.

Dated this day of _____, __ 2021.

Town of Duncan

By [authorized signature]

**SPECIAL MEETING MINUTES
DUNCAN COMMON COUNCIL
WEDNESDAY, AUGUST 18, 2021; 5:00 PM
DUNCAN TOWN HALL, 506 SE OLD WEST HIGHWAY**

A public meeting of the Duncan Town Council was convened on August 18, 2021 at 5:00 p.m. at Duncan Town Hall located at 506 SE Old West Highway.

CALL TO ORDER – The meeting was called to order at approximately 5:00 p.m. by Mayor Anne Thurman.

ROLL CALL:

Mayor Thurman individually identified all members present along with John Basteen, Interim Town Manager, and noted a quorum was present.

Members present include:

- Mayor Anne Thurman
- Vice Mayor Valerie Smith
- Council Member Titus Alexander Blake
- Council Member Deborah Mendelsohn
- Council Member Jill Wearne

No members were absent.

Staff present: John Basteen, Interim Town Manager
Christina Estes-Werther, Town Attorney (by phone)

Pledge of Allegiance and Opening Prayer were spoken.

1. **DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE CONTINUED EMPLOYMENT OF THE INTERIM TOWN MANAGER. THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(1) AND (A)(3)COMMON COUNCIL**

Mayor Thurman states John Basteen has resigned, effective immediately and reads his resignation letter to Council. No addition action was taken.

2. **DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE CONTINUED EMPLOYMENT OF THE TOWN CLERK. THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(1) AND (A)(3).....COMMON COUNCIL**

Mayor Thurman stated that Isabel cannot attend the meeting and asked for a motion to convene into executive session.

Motion by Mayor Thurman to convene into Executive Session; seconded by _____.
Vote: Failed 2-3

Discussion by Council about Town's financial concerns and employee's involvement.

Motion by _____ that Isabel Blancarte be terminated from Town employment, effective immediately; seconded by _____.

Vote: Passed 5-0

3. CONSIDERATION OF DATE AND TIME OF THE NEXT MEETING.....COMMON COUNCIL

Council discussed meeting on Friday, August 20, 2021 at 2:00 p.m.

4. CONSIDERATION OF ITEMS FOR THE NEXT MEETING.....COMMON COUNCIL

Council noted items for discussion include hiring an interim manager and the executive search process.

ADJOURNMENT:

Motion by _____ to adjourn the meeting; seconded by _____.

Vote: Passed 5-0

Mayor Thurman adjourned the meeting at approximately 5:13 p.m.

Dated this day of _____, __ 2021.

Town of Duncan

By [authorized signature]

**SPECIAL MEETING MINUTES
DUNCAN COMMON COUNCIL
FRIDAY, AUGUST 20, 2021; 2:00 PM
DUNCAN TOWN HALL, 506 SE OLD WEST HIGHWAY**

A public meeting of the Duncan Town Council was convened on August 20, 2021 at 2:00 p.m. at Duncan Town Hall located at 506 SE Old West Highway.

CALL TO ORDER – The meeting was called to order at approximately 2:06 p.m. by Mayor Anne Thurman.

ROLL CALL:

Members present include:

- Mayor Anne Thurman
- Vice Mayor Valerie Smith
- Council Member Titus Alexander Blake
- Council Member Deborah Mendelsohn
- Council Member Jill Wearne

No members were absent.

Staff present: Christina Estes-Werther, Town Attorney (by phone)

Pledge of Allegiance and Opening Prayer were spoken.

1. CALL TO THE PUBLIC

The following individuals requested to speak:

- a. ---Jernigan?
- b. Victoria Johnson?
- c. Unable to identify
- d. Jennifer?
- e. Unable to identify

2. DISCUSSION AND POSSIBLE ACTION TO APPROVE AN EMPLOYMENT AGREEMENT FOR AN INTERIM TOWN MANAGER. THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(1), (3), AND (4).....COMMON COUNCIL

Motion by _____ to convene into executive session relating to an employment agreement for interim town manager; seconded by _____;

Vote: Passed 5-0

Council reconvened into public session at _____.

Motion by _____ to approve the employment agreement for Philip Cushman as interim town manager; seconded by _____.

Vote: Passed 5-0

3. CONSIDERATION OF DATE AND TIME OF THE NEXT MEETING.....COMMON COUNCIL

Council discussed needing additional special meetings in the coming weeks to address staffing.

4. CONSIDERATION OF ITEMS FOR THE NEXT MEETING.....COMMON COUNCIL

Council noted items for discussion involving Town finances and staffing.

ADJOURNMENT:

Motion by _____ to adjourn the meeting; seconded by _____.

Vote: Passed 5-0

Mayor Thurman adjourned the meeting at approximately _____ p.m.

Dated this day of _____, __ 2021.

Town of Duncan

By [authorized signature]

**SPECIAL MEETING MINUTES
DUNCAN COMMON COUNCIL
THURSDAY, AUGUST 26, 2021; 6:30 PM
DUNCAN TOWN HALL; 506 SE OLD WEST HIGHWAY**

CALL TO ORDER: MAYOR THURMAN CALLED THE MEETING TO ORDER AT 6:30 PM.

ROLL CALL: COUNCILMEMBER ALEX BLAKE, COUNCILMEMBER DEBORAH MENDELSON, COUNCILMEMBER JILL WEARNE, VICE-MAYOR VALERIE SMITH, MAYOR ANNE THURMAN AND PHILIP CUSHMAN WERE PRESENT. QUORUM PRESENT.

PLEDGE OF ALLEGIANCE: LED BY COUNCILMEMBER JILL WEARNE.

OPENING PRAYER: LED BY MAYOR THURMAN

1. **CALL TO THE PUBLIC:** GAIL HACKNEY AND DUSTIE ROBINETTE PRESENTED CALLS TO THE PUBLIC.
2. **APPROVE CONTRACT WITH MR. CUSHMAN FOR INTERIM TOWN MANAGER SERVICES:** COUNCILMEMBER JILL WEARNE MADE A MOTION TO APPROVE PHILIP CUSHMAN AS THE INTERIM TOWN MANAGER.
3. **APPOINT INTERIM TOWN MANAGER CUSHMAN AS INTERIM TOWN CLERK:** COUNCILMEMBER DEBORAH MENDELSON MADE A MOTION TO APPROVE PHILIP CUSHMAN AS THE TOWN CLERK OF THE TOWN OF DUNCAN.
4. **APPOINT INTERIM TOWN MANAGER CUSHMAN AS CFO FOR 2021:** INTERIM TOWN MANAGER PHILIP CUSHMAN READ THE RESOLUTION TO THE PUBLIC. COUNCILMEMBER ALEX BLAKE MADE A MOTION TO APPROVE RESOLUTION 21-08-26 TO NAME INTERIM TOWN MANAGER AS CFO FOR 2021. VICE-MAYOR VALERIE SMITH SECONDED. ALL FAVORED. MOTION CARRIED.
5. **APPOINT INTERIM TOWN MANAGER CUSHMAN AS CFO FOR 2022:** THE MAYOR READ THE RESOLUTION TO THE PUBLIC. COUNCILMEMBER DEBORAH MENDELSON MADE A MOTION TO APPROVE RESOLUTION 21-08-27 TO NAME INTERIM TOWN MANAGER AS CFO FOR 2022. VICE-MAYOR VALERIE SMITH SECONDED. ALL FAVORED. MOTION CARRIED.
6. **APPROVE AMENDMENT TO TOWN ATTORNEY CONTRACT FOR LEGAL SERVICES:** VICE-MAYOR VALERIE SMITH MADE A MOTION TO ACCEPT THE AMENDMENT TO THE TOWN ATTORNEY CONTRACT. COUNCILMEMBER JILL WEARNE SECONDED. ALL FAVORED. MOTION CARRIED.
7. **APPROVE AMENDMENT TO PAT WALKER CONTRACT FOR FINANCIAL SERVICES:** COUNCILMEMBER DEBORAH MENDELSON MADE A MOTION TO ACCEPT THE AMENDMENTS

TO THE PAT WALKER CONTRACT FOR FINANCIAL SERVICES. COUNCILMEMBER ALEX BLAKE SECONDED. ALL FAVORED. MOTION CARRIED.

8. UPDATE SIGNATURE AUTHORITIES FOR FINANCIAL TRANSACTIONS: COUNCILMEMBER DEBORAH MENDELSON MADE A MOTION TO REMOVE JOHN BASTEEN JR. FROM THE CHECK SIGNING AND ADD COUNCILMEMBER JILL WEARNE, COUNCILMEMBER ALEX BLAKE, AND INTERIM TOWN MANAGER PHILIP CUSHMAN TO THE CHECK SIGNING AT NATIONAL BANK OF ARIZONA. COUNCILMEMBER ALEX BLAKE SECONDED. ALL FAVORED. MOTION CARRIED.
9. DISCUSS LEAGUE OF CITIES AND TOWNS AGENDA: STAFF, COUNCIL AND THE PUBLIC DISCUSSED AGENDA ITEMS THEY WOULD ATTEND AT THE ARIZONA LEAGUE OF CITIES AND TOWNS CONFERENCE.
10. TOWN MANAGER'S REPORT: INTERIM TOWN MANAGER PHILIP CUSHMAN GAVE A REPORT TO THE PUBLIC.
11. ADJOURNMENT: AT 7:45 PM, COUNCILMEMBER DEBORAH MENDELSON MADE A MOTION TO ADJOURN. VICE-MAYOR VALERIE SMITH SECONDED. ALL FAVORED. MOTION CARRIED.

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE SPECIAL MEETING MINUTES OF THE DUNCAN TOWN COUNCIL HELD ON THE 26TH DAY OF AUGUST, 2021. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

DATED THIS 26TH DAY OF AUGUST, 2021.


PHILIP CUSHMAN, INTERIM TOWN CLERK

**WORKSHOP MEETING MINUTES
DUNCAN COMMON COUNCIL
TUESDAY, SEPTEMBER 7, 2021; 4:00 PM
DUNCAN TOWN HALL; 506 SE OLD WEST HIGHWAY**

CALL TO ORDER: MAYOR THURMAN CALLED THE MEETING TO ORDER AT 4:10 P.M.

ROLL CALL OF COUNCILMEMBERS: MAYOR ANNE THURMAN, COUNCILMEMBER JILL WEARNE, COUNCILMEMBER DEBORAH MENDELSON, COUNCILMEMBER ALEX BLAKE, INTERIM TOWN MANAGER PHILIP CUSHMAN, ARE PRESENT. VICE MAYOR VALERIE SMITH ARRIVED AT 4:35 P.M.

PLEDGE OF ALLEGIANCE: LED BY MAYOR THURMAN

OPENING PRAYER: GIVEN BY MAYOR THURMAN

- 1. UPDATE FROM MIDSTATE ENERGY REGARDING WATER AND WASTEWATER IMPROVEMENTS:** THE GOVERNMENT MARKET LEADER REPORTED THAT THEY ARE 30% DONE WITH THEIR DESIGN DRAWINGS. ABOUT 80% OF THEIR BID PACKAGES HAVE BEEN DISTRIBUTED AND ARE DUE OCTOBER 6TH. THEY INTERVIEWED WITH FREEPORT FOR A SOLAR PV GRANT. THEY DISCUSSED PUTTING A NEW TANK AT CARLISLE AND CAMPBELL AND CALLING IT THE EAST SIDE TANK. NEW PIPING WILL BE PUT TO HUNTER ESTATES THAT WILL TIE IN AT THE SCHOOL AND THE CORNER OF MCGRATH ROAD. THEY PLAN TO INSTALL SCADA AT THE EAST SIDE WATER PLANT, RIVERSIDE WELLS, AND THE WASTEWATER TREATMENT PLANT. IT WILL BE CELLULAR BASED SO ALL ALARMS AND NOTIFICATIONS WILL BE SENT TO JT'S PHONE. THEY ALSO PROPOSED REMOTE READING WATER METERS. THEY WILL BE GETTING THE PRICE DIFFERENCE BETWEEN THE AMR AND AMI METERS. THE COMMUNITY WIDE WATER SOFTENER WOULD GO BEYOND BUDGET AND IS NOT RECOMMENDED TO CONTINUE. PUTTING A CARD READING SYSTEM AT THE HUNTER WELLS TANK FOR THE BULK WATER SALES WAS RECOMMENDED. THE SENIOR CENTER WAS PROPOSED FOR A RAINWATER HARVESTING EXAMPLE PROJECT. THEY WERE ORIGINALLY LOOKING TO GET AROUND \$750,000 IN GRANTS BUT ARE NOW EXPECTING TO GET AROUND \$800,000. WIFA REQUIRES A SIGNED CONTRACT BEFORE SUBMITTING THE APPLICATION BUT IT CAN BE TURNED DOWN IF PERCENTAGES ARE NOT WHERE WE WANT THEM. FINAL CONSTRUCTION PROJECT SHOULD BE COMPLETE AROUND HALLOWEEN OF 2022.
- 2. REPORTS FROM ARIZONA LEAGUE OF CITIES AND TOWNS CONFERENCE:** MAYOR THURMAN AND DUSTIE ROBINETTE REPORTED ON OPENING GENERAL SESSION. JILL WEARNE REPORTED ON THE TRENDS IN HOUSING AND REAL ESTATE. DEBORAH MENDELSON REPORTED ON CYBERSECURITY. DUSTIE ROBINETTE ATTENDED ENERGY AND STORAGE. MAYOR THURMAN ATTENDED THE RISKPOOL (AMRRP). CAPITAL PIPELINE WAS REPORTED ON BY DUSTIE ROBINETTE. JILL REPORTED ON PATHWAYS TO TRADE. MAYOR THURMAN ATTENDED TOURISM RECOVERY.

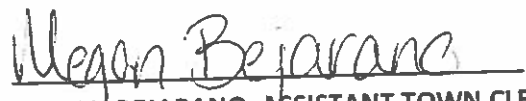
THE ECONOMIC IMPACT OF HOUSING DIVERSITY WAS REPORTED BY DEBORAAH MENDELSON. JILL WEARNE REPORTED ON THE LEAGUE LEGISLATIVE UPDATE. MAYOR THURMAN ATTENDED THE COLORADO RIVER SHORTAGE. DEBORAH MENDELSON ATTENDED NAVIGATING AN EVER-CHANGING MEDIA LANDSCAPE. DEBORAH MENDELSON ALSO REPORTED ON RECYCLING. RURAL BLIGHT WAS REPORTED BY DUSTIE ROBINETTE. JILL REPORTED ON UTILIZING THE TOWN ATTORNEY. DUSTIE ATTENDED OVERCOMING THE CHALLENGES OF DEVELOPMENT. KEEPING THE LIGHTS ON WAS ALSO REPORTED ON BY DUSTIE. HOMELESSNESS WAS REPORTED ON BY DEBORAH MENDELSON. MAYOR THURMAN ATTENDED WHATS THE NEXT PANDEMIC. TAPPING INTO THE BENEFITS OF COUNCIL-MANAGER FORM OF GOVERNMENT WAS REPORTED BY JILL. CYBERSECURITY WAS ATTENDED BY DEBORAH MANDELSON. WORKFORCE DEVELOPMENT WAS REPORTED ON BY DUSTIE. BACKBONE OF ARIZONA'S ECONOMY WAS ALSO REPORTED ON BY DUSTIE. JILL ATTENDED THE PROGRAMS THAT GIVE BACK. 5G IN YOUR COMMUNITY WAS REPORTED ON BY DEBORAH. SHOWCASE OF CITIES AND TOWNS WAS ATTENDED BY DUSTIE, JILL, AND MAYOR THURMAN.

3. **DISCUSSION OF TOWN OF DUNCAN SUPPORT TO GREENLEE COUNTY FAIR PARADE:** TOWN STAFF REPORTED TO COUNCIL THAT THEY WOULD SET UP STREET BARRICADES AND THE SOUND SYSTEM FOR THE PARADE.
4. **ADJOURNMENT:** MEETING WAS ADJOURNED AT 6:57 P.M.

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE REGULAR MEETING MINUTES OF THE DUNCAN TOWN COUNCIL HELD ON THE 24TH DAY OF MAY, 2021. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

DATED THIS 8TH DAY OF SEPTEMBER, 2021.


MEGAN BEJARANO, ASSISTANT TOWN CLERK

TOWN MANAGERS REPORT



I have submitted a transcript of my prepared remarks for the record.

Good evening Mayor, Vice Mayor, and Members of the Town Council. This report will provide a summary of what your Town Staff have been doing since my last formal report and some highlights of what we plan to do over the next few weeks. I am attempting to put some structure in these reports and I welcome feedback from you and the Community on specific items that you want to hear about or, for that matter, things you do not want to hear about.

First, I want to share with the Community that I have met individually with each Member of Council several times and have gained a better understanding of the issues involving Duncan. There is a lot more that I need to learn but I am in a position where I can articulate the issues. This was in fact done on Tuesday when we met with Senator Kelly and his Staff and informed them how our issues are also issues that Americans are facing across the country and need to be addressed. I have also met with the County Administrator, County Sheriff, and County Assessor to consider their perspectives on our issues and to gain their assistance where appropriate. Duncan is very lucky to have County-level leadership that are keenly interested in our success and are willing to help. Many small, rural communities in Arizona are not this fortunate.

Second, I want to address Human Resources. We have Town Staff now that are ensuring that the basic functions of Town Hall are happening. We had dealt with several sensitive issues with dignity and respect. I am very impressed with the quality of our new hires, interns and volunteers and I think that you can see it first hand in how Town Hall looks and how people are treated when they come in here. The Town Manager Selection committee will have their second meeting tomorrow and are moving forward on the process to select your permanent Town Manager. We also successfully transitioned our Employee Insurance Program. Next, I want to briefly address some of our financial activities. I have met with our Banker, updated all of our signature cards, and are in the process of changing credit card authorities. Basic functions of accounts payable, accounts receivable, and payroll are happening.

Over the next few weeks we will be inventorying assets. For example, vehicle titles, property deeds, keys, furniture, equipment, and supplies. There will be opportunities to get some of our obsolete or redundant inventory off of books and recover the cost. We are also inventorying all of our public documents to ensure that they are promptly available for public information requests. We are putting these behind the front desk so you do not have to go through four different rooms looking for a document or publication. We found several photograph albums that capture some of our history and culture.

While I am your Interim Town Manager, I am very interested in the viability of our small, locally owned and operated businesses. I have met briefly with most of them and hope to meet the rest of them soon. We are also helping our community organizations with their events, for example the American Legion with their 9/11 memorial ride and the County Fair's parade. We

have other events over the next few months and we hope assist with these key community events.

In closing, I hope that you and the Community are pleased what you are seeing so far in the performance of your Town Staff and I welcome your guidance and advice on these and other matters. This concludes my report and I am subject to your questions.

Philip D. Cushman

A handwritten signature in black ink that reads "Philip D. Cushman". The signature is written in a cursive style with a large, prominent initial "P".

Interim Town Manager
Duncan, Arizona

CONSIDERATION OF APPROVAL OF ROAD GRADER
FOR \$97,000, NOT TO EXCEED \$100,000



Integrated Machinery

25550 West Highway 85
Buckeye, AZ 85326

(623)386-3661
Toll Free: (800)653-6270
Fax: (602)252-1904

NAME City of Duncan ATT: JT Maher		PHONE 928-965-1833
Maher j@ymail.com		DATE September 9, 2021
505 4 th Street		BY: Karely Vizcarra
TOWN Duncan	STATE AZ ZIP 85534	

QUANTITY	DESCRIPTION	EACH	AMOUNT
1	Used Caterpillar 140H VHP Grader; Stock#9402; Serial Number: 9TN00459; 1998 Year Model; 185HP; Cat 3306 6-Cyl Turbo Diesel Engine; 8-Speed Power- Shift Transmission; 17.5x25 L3 Tires; 54 Gallons/Min Hydraulics; 14' Mouldboard; 32,880 Weight; Low Pro, Air Conditioning Cab; Multi Shank, Rear Ripper.		\$97,500.00
	Trade-In-Value		
1	Ford Tractor Loader Backhoe		\$1,000.00
1	JD 2010 Gas Serial#53807		\$500.00
1	Cat 120 G Serial# 87V07063		\$5,000.00
1	1991 1900 International Back Truck W/ Bad Cylinder		\$3,000.00
1	2000 RoadTec Rp-180-8 Asphalt Paver		\$3,000.00
	Trade-In Value Amount		<\$12,500.00>
	Difference Remaining Amount		\$85,000.00
	Sales Tax		\$5,355.00
	Total Sale Amount		\$90,355.00
	FOB Buckeye		
TERMS:			
UNIT SOLD AS IS WHERE IS WITH NO			
WARRANTIES EXPRESSED OR IMPLIED.			

F.O.B.	EST. DELIVERY DATE	DELIVERY LOCATION	APPROVED
PURCHASER	P.O. NO.	ACCEPTED BY X	DATE

BKV

Thank You!

CONSIDERATION OF APPROVAL OF PURCHASE OF
SWIMMING POOL COVER \$4,000

CONSIDERATION OF APPROVAL OF INFORMATION
TECHNOLOGY CONTRACT WITH JSI

**AGREEMENT FOR
INFORMATION TECHNOLOGY SERVICES**
Contract No. _____

THIS Agreement is entered into as of this _____ day of _____, 20____, by and between the Town of Duncan, Arizona, a municipal corporation (the "Town") and _____, (the "Contractor") for the purpose of providing ongoing information technology ("IT") services to the Town.

1. SERVICES AND RESPONSIBILITIES.

1.1 Retention of the Contractor. In consideration of the promises contained in this Agreement, the Town engages the Contractor to render IT services as set forth in this Agreement (the "Services"). The specific scope of work is set forth in Exhibit A.

1.2 Responsibilities of the Contractor.

1.2.1 Contractor shall examine Town buildings, facilities, technologies, and equipment in order to notify the Town of any constraints associated with the Services.

1.2.2 Contractor shall perform Services with the care and skill ordinarily used by members of the same profession, practicing under similar conditions, at the same time and locality.

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

1.2.4 Contractor shall designate _____ as Contractor Representative. Key Contractor Personnel and Subcontractors are set forth in Exhibit B (as applicable). "Key Personnel" includes employees who will sign key documents, hold necessary licenses, and have significant responsibilities regarding the Services.

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

1.2.6 Contractor shall coordinate its activities with the Town's Representative.

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

1.2.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and fees for the Services and pay all applicable taxes.

1.3 Responsibilities of the Town.

1.2.1 The Town shall cooperate with the Contractor by placing at Contractor's disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance, and financial advice Town may require for the Services.

1.3.2 Town designates Philip Cushman, Interim Town Manager, as its Town Representative. All communications to Town shall be through its Town Representative.

2. **CONTRACT TERM.** This Agreement commences on _____ and terminates on _____.

3. **COMPENSATION AND PAYMENT.**

3.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit C and shall not exceed \$ _____.

3.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Contractor shall prepare monthly invoices which clearly indicate the date, services, and amount of compensation due. All invoices shall be for services completed.

3.3 W-9. Contractor shall provide Town its completed W-9 before payment.

4. **CHANGES TO THE SCOPE OF SERVICES.** The Town may by written change order, make changes in the Services. A form of change order is attached as Exhibit D. It is understood and agreed that no claim for extra services provided or materials furnished by Contractor will be allowed by Town unless Town first approves in writing.

5. **INSURANCE REPRESENTATIONS AND REQUIREMENTS.**

5.1 Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance set forth in this Agreement with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of the Agreement at the Town's option.

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

5.3 Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured.

5.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the Agreement are satisfactorily performed, completed and formally accepted by the Town.

5.5 Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of the Contract and in the protection of the Town as an Additional Insured.

5.6 Claims Made. In the event any insurance policies required are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

5.7 Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

5.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.9 Subcontractors. If any work under the Agreement is subcontracted, Contractor shall execute written agreement with its subcontractors containing the indemnification and insurance requirements set forth herein. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying requirements.

5.10 Evidence of Insurance. Prior to commencing any work or services under the Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and, if requested by the Town, a copy of the declaration page(s) of the insurance policies as required by these requirements, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by these requirements. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations. If any of the policies required by these requirements expire during the life of the Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations shall be identified by referencing the Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions: (1) the Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows: (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent, (b) Auto Liability – Under ISO Form CA 20 48 or equivalent, (c) Excess

Liability – Follow Form to underlying insurance; and (2) Contractor’s insurance shall be primary insurance with respect to performance of the Agreement; and (3) a clear statement that all policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under the Agreement. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.11 Endorsements. Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth herein.

5.12 Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of the Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

5.13 Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under the Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of the Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

5.14 Professional Liability. The Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

5.15 Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under the Agreement and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5.16 Cancellation and Expiration Notice. Contractor shall provide at least 30 days' prior written notice to Town before required insurance expires, is canceled, or is materially changed.

5.17 Cyber Insurance: The Town may require cyber liability or cybersecurity insurance in amounts approved by the Interim Town Manager depending on the Services provided in any specific project. The Contractor shall be notified if any such cyber liability or cybersecurity insurance is required, in which case, the Contractor shall obtain and submit suitable evidence of the coverage prior to commencement of the services.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Services of the Contractor, its officers, employees, agents, or subcontractors, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the Town, whether or not caused by the negligence of the Contractor, its agents or employees, or the negligence other than the sole negligence of the Town, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in the Agreement and, upon written request, Contractor will defend at its own cost and expense any legal action or suit against the Town involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship.

7. **TERMINATION OF THIS AGREEMENT.**

7.1 Termination. Either party may, by written notice to the other party, terminate this Agreement in whole or in part with thirty (30) days' notice, either for convenience or because of the failure of the other party to fulfill its contract obligations. Upon receipt of notice of termination, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

7.2 Payment to Contractor upon Termination. If the Agreement is terminated, the Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

8. ASSURANCES.

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

8.2 Ownership of Documents and Other Data. Original documents and other data prepared under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor will be at Town's sole risk.

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

8.4 Independent Contractor. Contractor agrees it is an independent Contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached in Exhibit E.]

8.5 Compliance: Contractor shall comply with applicable laws. Contractor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full.

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

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

TOWN:	CONTRACTOR:
_____	_____
_____	_____
_____	_____
_____	_____

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

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

9. **CONFLICTS.** This Agreement is subject to cancellation under A.R.S. § 38-511.

10. **ASSIGNABILITY.** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town.

11. **ISRAEL.** To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor

certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12. DATA CONFIDENTIALITY AND SECURITY. The Town may provide Contractor with non-exclusive, limited access to the Town's information technology infrastructure to perform the Services. The Contractor agrees to abide by all Town policies, standards, regulations and restrictions regarding access and usage of Town's information and technology resources. All Town data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Contractor in connection with the Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in the Agreement, the Contractor shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use Town data and information. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When Town information, regardless of its format, is no longer required by Contractor to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods. In the event that data collected or obtained by the Contractor in connection with the Agreement is believed to have been compromised, Contractor shall immediately notify the Town Representative. Contractor agrees to reimburse the Town for any costs incurred by the Town to investigate potential data breaches by Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

TOWN OF DUNCAN

By: _____
Philip Cushman, Interim Town Manager

APPROVED AS TO FORM:

By: _____
Christina Estes-Werther, Town Attorney

CONTRACTOR

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

Contractor shall perform in a diligent and professional manner information technology services to the Town, on an as-needed basis, which may include but is not limited to the following services:

- Network Assessment
- Imaging of Hard Drives
- Renewal of Licenses
- Proactive Maintenance
- Troubleshooting and Remote Support
- Data and System Security
- Spam Filtering
- Backup and Disaster Recovery
- Strategic Planning
- Procurement Assistance
- IT Contractor Management
- Installation of Hardware and Software
- General IT Consulting Services

EXHIBIT B

CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C

PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Contractor's fee shall not exceed the following amounts:

Description	Amount
--------------------	---------------

INSERT TABLE OF AGREED-UPON HOURLY OR OTHER FEES

B. Method of Payment

Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative.

C. Reimbursable Costs

Contractor will be reimbursed costs of items with prior approval from Town. All reimbursable costs must be submitted with monthly bill.

EXHIBIT D

CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN []
 CONTRACTOR []
 OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Duncan, Arizona
CONTRACTOR: _____
AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.

Signature of Contractor indicates acceptance. _____

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____ Contractor	_____ Town of Duncan
By _____	By _____
Date _____	Date _____

EXHIBIT E

SOLE PROPRIETOR WAIVER

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961(P), that provides that a Sole Proprietor may waive his right to Workers' Compensation coverage and benefits.

I am a sole proprietor, and I am doing business as (name of sole proprietor). I am performing work as an independent contractor for the Town of Duncan. I am not the employee of the Town of Duncan for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the Town of Duncan. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Sole Proprietor

Date

Town Insurance Carrier

Date



A DIVISION OF J & J WATERWORKS

UTILITY MANAGEMENT
(520) 559-6471

Management Agreement

- 1.0 **Agreement.** This Agreement between J & J Waterworks., an Arizona corporation "J&J", **Town of Duncan, Arizona.** "Utility" requires J&J to provide to the services described in Schedule "A." In exchange, the Utility will compensate J&J as described in Schedule "A."
- 2.0 **Term.** This Agreement is for a term of one year. Unless a party notifies the other party in writing that the contract will not be renewed at least 30 days before the expiration date, this Agreement will be renewed for an additional term of one year under the same terms.
- 3.0 **Insurance.** Both parties will have, at a minimum, 2,000,000 Aggregate Limit, \$1,000,000 Products and Complete Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$1,000,000 Each Occurrence – Bodily Injury & Property Damage, \$1,000,000 Non-Owned & Hired Auto Liability, \$100,000 Fire Damage (any one fire), \$5,000 Medical Expense (any one person). The Utility will be an additional insured on the J&J policies for liability insurance. J&J will be an additional insured on the Utility policies for liability insurance.
- 4.0 **Employees.** Each Party to this Agreement is solely responsible for all acts or omissions of its employees, and for paying all salaries, withholding tax deductions, benefits, unemployment compensation, worker's compensation, and all other charges and liabilities arising out of the employer-employee relationship.
- 5.0 **Costs.** Unless otherwise indicated in Schedule A, the Utility is responsible for all costs associated with the services provided by J&J, including, but not limited to postage, publication, printing, filings, testing, and utility system components. The Utility is responsible for J&J's reasonable travel expenses, including mileage at a rate of \$.56 per mile. This mileage cost may be adjusted without specific notice to the Utility, or an addendum to this Agreement, to adjust with and be the same as the federal mileage allowance. Please Initial: _____
- 6.0 **Indemnification.** The Utility agrees to defend, indemnify and hold harmless J&J, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of the Utility, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Utility's negligence, or intentional acts or failure to act, arising out of this Agreement.

J&J agrees to defend, indemnify and hold harmless the Utility, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of J&J, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of J&J's negligence, or intentional acts or failure to act, arising out of this Agreement.

7.0 Termination. This Agreement may be terminated by mutual consent of the Parties, provided the termination is in writing. Unless the Parties agree to a specific termination date, termination by mutual consent will be effective 90 days after both Parties have given their consent. In the event of default by either Party, the non-breaching Party may terminate this Agreement 10 business days after providing written notice to the breaching Party unless that Party cures the default during that time.

8.0 Legal Remedies for Breach of Contract. Arizona law applies to this Agreement. The Parties agree that any action to enforce the provisions of this Agreement must be brought in the Superior Court in and for Greenlee County, Arizona. The prevailing Party will be entitled to recover its reasonable attorneys' fees and costs in any future dispute or action arising under this Agreement. Utility agrees that J&J will not be liable for any exemplary, special, indirect, consequential, or incidental damages.

9.0 Interpretation. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and that this Agreement is the result of negotiations between the Parties. The Parties agree that any ambiguous or disputed terms of this Agreement are not to subject to any rule of interpretation providing for the interpretation against the drafting Party.

Not Partners. This Agreement and its related activities do not establish the Parties as partners for any purpose.

11.0 Severability. If the Court holds that any term or provision of this Agreement is illegal, the validity or enforceability of the remainder of this Agreement will not be affected.

12.0 Notice. Unless expressly stated otherwise, notices under this Agreement must be in writing and hand-delivered or sent by certified United States mail, postage prepaid, to the following addresses: **(Please fill in below)**

**Town of Duncan
506 SE Old West Highway
Duncan, AZ 85534**

The Parties may change their address for receipt of notices at any time with notice to the other Party.

13.0 Entire Agreement. This Agreement and the exhibits attached and incorporated hereto constitute the entire understanding of the Parties and supersedes any previous agreement or understandings on the subjects discussed herein.

14.0 Understanding of Engagement. Utility understands

15.0 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

16.0 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

17.0 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

IN WITNESS HEREOF, this Agreement is executed by the Parties and made effective on: _____ 2021.

J&J Waterworks

By: _____

Jack Cullum

Its: Managing Member

Date:

Utility Company: Town of Duncan Arizona

By:

Its:

Date:

Schedule "A"
Scope of Services and Compensation Terms

Generally, J&J offers the following services at the rates described below. J&J is offering certain services to the Utility as indicated by the initials of its authorized representative below. The Utility acknowledges that it understands the offer and accepts the offer as shown by the initial of Utility's authorized representative below.

	Services Provided By J&J	Rate		
1.	Operator of Record	\$500.00		
2.	Perform all routine Bacti samples testing (excludes MAP tests)	Included		
3.	Inspect the utility system monthly or when cause is given or requested	(b)		
4.	Conduct routine utility system operations*	N/A		
4	Perform routine maintenance	(a)		
5.	Read meters	N/A		
6.	Provide 24-hour emergency number for customer service	N/A		
7.	Direct and supervise standard utility system repairs	N/A		
8.	Direct and supervise contractors for major system repairs	(a, b)		
9.	Direct and supervise capital improvement projects	(a, b)		
10.	Administer billing, collection, activity reports, utility client applications	N/A		
11.	Bookkeeping functions, A/P, Balance Sheet, P&L, etc. (monthly)	N/A		
12.	Provide routine customer service	N/A		
13.	Pay routine Utility bills, supplies and materials.	N/A		
14.	Maintain Utility records	N/A		
15.	Perform Utility clerical duties, customer relations	N/A		
16.	Draft Utility rules, policies, and procedures (as requested by utility)	(b, c)		
17.	Draft and file regulatory reports (ADEQ, ACC, ADWR) (if requested by Utility)	(b)		
18.	Draft and mail public notices	(c)		
19.	Outside Services**	(a) (b)		
20.	Consumer Confidence Reports (CCR) (if requested by Utility)	(c)		
21.	Line Locate Service	(a, b)		
22.	System Mapping	(a,b,c)		
23.	Well video (Includes review, report and copy of the video)	\$950		
24.	Septic Clean out	Cost		
25.	Initial Utility Set up fee (one time charge)	Waived		
26.	Other: Meter installation – minimum \$350			

J&J's hourly rates, for services requested outside this contract are as follows:

- (a) Field Technician at \$65.00 per hour.
- (b) Operations Manager at \$95.00 per hour.
- (c) Office Personnel at \$75.00 per hour.
- (d) Legal Fees and participation additional at cost.

* J&J labor for repairs during regular business hours, 6:30 a.m. through 5:30 p.m., will be provided as part of the service contract at no additional cost. Repairs after hours will be charged out at a rate of \$65.00 per field technician (minimum charge three (3) hours). Outside services and materials will be charged as noted hereinbefore. Please Initial: _____

** This may include, but is not limited to: (a) pulling, repairing, and overhauling pumps ; (b) installing, replacing, or refinishing tanks; (c) repairing or replacing electrical equipment that may require a licensed electrical contractor; (d) cutting or replacing pavement or sidewalk; () repairing or replacing main lines or laterals; (f) and projects requiring specialized skills and/or equipment (i.e., backhoe, crane, trencher, etc.).