

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD JULY 19, 2011, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. INTRODUCTION OF THE NEW BOYS & GIRLS CLUB BOARD & PRESENTATION OF A CHECK TO THE BOARD.
- V. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- VI. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.A.(H).) Comments are limited to a 5 minute time period.
- VII. PRESENTATION BY REPRESENTATIVES OF YAVAPAI COUNTY REGARDING THE PROPOSED REDISTRICTING BOUNDARIES & COUNCIL.
- VIII. PRESENTATION ON THE VALUE THE VERDE ECOTOURISM INITIATIVE.
- IX. APPROVAL OF MINUTES--Work Session of 2/8/11 & Regular Meeting of 5/3/11.
Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- X. UNFINISHED BUSINESS--None.
- XI. CONSENT AGENDA--No items
- XII. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.
 1. APPROVAL OF AN APS ELECTRICAL EASEMENT ACROSS A CITY OWNED PARCEL OF LAND IDENTIFIED AS APN 406-09-008 TO PROVIDE AN ELECTRICAL POWER UPGRADE TO THE CITY'S WASTEWATER TREATMENT PLANT.

A G E N D A
JULY 19, 2011/page 2

2. AWARD OF A PROFESSIONAL SERVICES CONTRACT TO IXP CORPORATION TO COMPLETE PHASE TWO OF THE CONSOLIDATION/FEASIBILITY STUDY FOR A NEW EMERGENCY COMMUNICATIONS CENTER.
3. RESOLUTION NUMBER 2594--APPOINTING A MEMBER TO THE JUDICIAL REVIEW AND APPOINTMENT ADVISORY BOARD.

XIII. CLAIMS & ADJUSTMENTS

- XIV. ANNUAL REVIEW OF THE CITY CLERK--PURSUANT TO A.R.S. § 38-431.03.(A)(1) DISCUSSION OR CONSIDERATION OF EMPLOYMENT, ASSIGNMENT, APPOINTMENT, PROMOTION, DEMOTION, DISMISSAL, SALARIES, DISCIPLINING OR RESIGNATION OF A PUBLIC OFFICER, APPOINTEE OR EMPLOYEE OF ANY PUBLIC BODY, EXCEPT THAT, WITH THE EXCEPTION OF SALARY DISCUSSIONS, AN OFFICER, APPOINTEE OR EMPLOYEE MAY DEMAND THAT THE DISCUSSION OR CONSIDERATION OCCUR AT A PUBLIC MEETING; THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY CLERK'S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING

XV. ADJOURNMENT

Pursuant to A.R.S. § 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

- [Home](#)
- [About Redistricting](#)
- [Press Coverage](#)
- [Upcoming Events](#)
- [Timeline](#)

About Redistricting

After each census, counties are required by Federal Law to re-draw supervisorial district boundaries to equalize district populations. Arizona State Law requires counties with a population of 175,000 or more to have 5 supervisorial districts ([ARS 11-211](#) , enacted in 2009). We currently have 3 districts ([current district map](#)).

The Process

Open houses will be held across Yavapai County during February and March 2011 and again in June and July 2011 to inform citizens about the process and obtain their input on how the new supervisorial districts should be constructed. Public input is vital and will be solicited through the open houses, this website, email, and traditional mail.

Once the 1st round of open houses are complete, the public input, along with the applicable legal requirements, will be combined into 3-5 potential district maps. These maps will be displayed for public input at the 2nd round of open houses.

The Board of Supervisors, after considering public input regarding the proposed maps, will select a final district map upon a majority vote at the regular Board of Supervisors meeting in August 2011. The new map must be reviewed and accepted by the U.S. Department of Justice prior to implementation.

What Makes Up Our Supervisor Districts?

Election precincts are the building blocks that create supervisor districts. Your election precincts determines your polling place.

	Population in 2000	Estimated Population in 2010*
District 1	59,508	43,137
District 2	53,067	43,137
District 3	54,942	43,137
District 4	N/A	43,137
District 5	N/A	43,137
County Totals	167,517	215,686

* 2009 Population estimate from the [U.S. Census Bureau quick facts](#) . Final counts will be available in February 2011.

Considerations When Creating the New Districts

1. The new districts must have equal population.
2. The new districts must not discriminate as prohibited by Federal Law.
3. The new districts must be created by using existing election precincts.
4. The new districts must be contiguous.

Other considerations...

- Visible Boundaries – natural or man-made
- Other Boundaries – city/town, school, fire, etc.
- Mix of rural and urban communities
- Compactness – constituents to reside relatively close together
- Communities of Interest – constituents who share cultural, geographic, economic or political ties
 - Should they be kept whole?
 - Should they be split to extend influence?

These considerations often conflict with each other and reasonable people can disagree on their relative importance. This is one of the reasons why public input is so vitally important.

Your Input is Needed

Attend an Open House or a Community Meeting to learn more, and talk face-to-face with county officials about the redistricting process. Visit our [Upcoming Events](#) page for a schedule.

Attend an Open House



Press Coverage



Contact Us

Yavapai County Administrator's Office

1015 Fair Street
Prescott, AZ 86305

 *Phone:* (928) 771-3201

 *Fax:* (928) 771-3257

 *Email:* [Use Contact Form](#)

[Contact Us](#) | [Photo and Icon Credits](#) | [RSS News Feed](#) | [Yavapai County Home](#)

Copyright © 2011 Yavapai County Government

-
-

English

[Español](#)

[Expand](#)

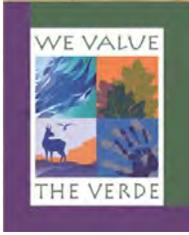
[next](#) [previous](#)

[Close](#)

[Previous](#)

0/0

[Next](#)



Valuing the Verde

Going Green in the Verde Valley

Business Development through Ecotourism

The goals of this program are to:

1. Carve out and maintain a valuable growing niche in the tourism industry for the Verde Valley – Ecotourism.
2. Work with the Sedona Verde Valley Tourism, Lodging Council, the Chambers, VVREO, VVWC, SEDI, CEDC and other business groups to develop a “Verde Brand.”
3. Green certify the hospitality industry in the Verde Valley using accepted methods.
4. Create “The Verde Compact” – a commitment to sustainability to be signed by businesses and organizations in the Verde Valley.
5. Gain support from leading green groups, such as Audubon, The Nature Conservancy, Sierra Club, Verde River Basin Partnership, and other influencers of eco-tourists.
6. Use the “Verde Brand” in marketing the Verde Valley to both traditional and Ecotourism markets.
7. Engage local communities and their governments in supporting this effort – consistency is important to the message.
8. Report on conservation and preservation efforts and results as they impact the Verde River and its environs.

In the process, we will host workshops as needed to involve and educate hotel, restaurant, and resort owners and managers about the values and benefits of preserving the Verde River and the high desert environment that attracts ecotourists. The information will include best practices for businesses on water conservation and protection methods, energy conservation and waste minimization and ecotourism outreach.

Sustainable Arizona will assist businesses in the process by offering free audits and help with the green certification process. Our landscape experts will help by auditing outdoor water use and making recommendations.

Sustainable Arizona will also create a web portal, Sedona Verde Guide, to attract ecotourists to local businesses and activities in the Verde Valley. There will be a Business Side of the website with information on reducing operating costs while improving environmental performance. Here businesses will share their best practices. The Visitor Side will be active with information on ecotourism and links to Verde Valley businesses and activities. Participating businesses will automatically be enrolled in the SEDI Green Business Network and gain marketing space on the GBN website.

The project will help strengthen the network of ongoing support among businesses partners to maintain ecotourism and water conservation activities that ensure the health of Verde River watershed while improving the health of the local economy. Because we are partnered with VVREO and other economic development organizations in the region, the branding efforts will have deep, positive impacts across the Verde Valley.



The Verde Compact

In appreciation of the Verde River, its rare and beautiful habitats and the spectacular red rock environment that surrounds our communities and attracts millions of visitors each year, we commit to conducting our businesses with special attention to the following:

Conserving and Protecting Our Water Resources

As citizens of the Verde Valley, we have a responsibility to our neighbors and our future to do our part to preserve the Verde River watershed. We also recognize that our businesses depend upon sustaining a healthy natural environment, so highly valued by visitors. We therefore commit to continuously improving our water conservation efforts and the use of benign chemical products in our operations.

Reducing Wastes

We understand that generating wastes is a waste of resources and increases costs for our communities and our businesses. We therefore commit to reducing, reusing, recycling and composting wherever possible.

Being Energy Efficient

There is a nexus between energy use, air quality and water conservation. We know that using less energy and clean energy resources is better for our community, our environment and our businesses. We therefore commit to continuous improvement in energy efficiency and the use of green energy sources.

Supporting Our Community

Healthy, vibrant communities are wonderful places to live...and to visit. We therefore commit to engaging with our neighbors in ways that support our communities and the businesses that sustain them.

Educating Our Visitors

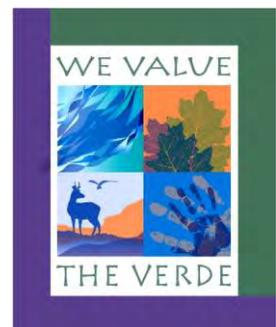
The Verde Valley is truly unique in Arizona and the Southwest. The geology, the history, the diversity, the cultures, the habitats and the communities make this region a critically important world destination that must be preserved. We therefore commit to offering our visitors information about the Verde Valley, its environments and communities. We will help them understand new ways to both enjoy and protect this special place for future generations.

Committed to this day: _____

By: _____

(name & title)

Company: _____



Certified by:



The Verde Guide & The Verde Experience

The Process – The Benefits

Become an Ecotourism Destination

Attract the fastest growing segment of the tourism industry
More affluent demographic, longer stays

Leverage Value from Economic Development Initiatives

Verde Valley Regional Economic Organization
Cottonwood Economic Development Council
Sustainable Economic Development Initiative for Northern Arizona
Area Chambers of Commerce and Tourism Associations
Sedona Lodging Council, Sedona Area Restaurant Association

Partner with “Green” Organizations for Credibility

Audubon Society and Verde Birding
The Nature Conservancy, Keep Sedona Beautiful, Verde Valley Land Preservation Institute,
Arizona Rivers, Sustainable Arizona
AzHLA Green Certification, Green Key, Green Hotels, Green Seal, Green Business
Network, Green Restaurant Association

Create the Verde Valley Brand

Consistent Image, Name Recognition, Maximize Marketing
Attract ecotourists

Build the Image Internationally

Gain Publicity – compelling stories on green initiatives

Practice Sustainable Development

Reduce Operating Costs
Stay Ahead of Regulations
Contribute to a Healthy Environment

A healthy watershed is good business.

It is the right thing to do.





**The Nature Conservancy
Verde Watershed Program**
115 So. McCormick Street
Prescott, AZ 86303

tel [928] 717-2843

fax [928] 717-2638

nature.org/arizona

“The Nature Conservancy’s Verde River Program in Perfect Harmony with the Verde Compact”

The Nature Conservancy has been committed to protecting natural areas for people and nature in Arizona for over 30 years. A particular focus has been rivers and streams and the lands and waters that sustain them. Launched a decade ago, the Conservancy’s Verde River Program is dedicated to exploring ways that the people and wildlife along this magnificent river can live in sustainable harmony. This search has taken many forms, but recently TNC has researched the vital inter-connectedness of the health of the river with the economies of the Verde Valley and Sedona including traditional agriculture, viticulture, locally grown produce and the hospitality/ ecotourism industries. We commend the various groups that have signed onto the Verde Compact, and their pledge to minimize impacts to the river and its habitats. We feel that the ecotourism initiative will enhance conservation efforts in the Verde Valley while helping to improve the local economies and add value to the communities.

Dan Campbell, Director
TNC Verde Program

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: July 19, 2011

Subject: APS Easement for power upgrade

Department: Development Services

From: Dan Lueder
Morgan Scott

REQUESTED ACTION

Consider approval of an APS electrical easement across a city owned parcel of land identified as APN 406-09-008.

If the Council desires to approve this item the suggested motion is: **Move to approve an eight foot (8') APS electrical easement across APN 406-09-008.**

BACKGROUND

The wastewater division has been working to upgrade the reclaimed water pumping capabilities at the Mingus Avenue Wastewater Treatment Plant (WWTP) to better supply the Cottonwood Ranch subdivision and provide adequate volume to the Mesquite Hills subdivision which has installed a reclaimed water distribution system and piping for its irrigation. One of the last items which staff requires to meet this goal is an upgrade of the electrical power to this portion of the WWTP. An upgrade to three phase electrical power will allow for reclaimed water pumps of sufficient capacity to serve the aforementioned areas and at the same time operate the reclaimed distribution system more efficiently. To enable the power upgrade APS is requesting an easement to allow installation of the new power supply and associated electrical lines.

JUSTIFICATION/BENEFITS/ISSUES

Council has expressed a desire to increase the utilization of reclaimed water to better serve our residents and reduce the amount of potable water used for irrigation and construction purposes. This power upgrade will allow for the installation of properly sized, more efficient reclaimed water pumps which will not only supply two large subdivisions but also provide sufficient flow to the city's first reclaimed water fire hydrant.

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Map of proposed easement

Legal description of the easement

DR. MORGAN JOHNSON
B/C N 1/4 SEC. 5

GLO B/C
NE COR SEC. 5

N89° 54' 20"E BASIS OF BEARING
N89° 54' 20"E 1515.74' (R)

CITY OF COTTONWOOD

SPAN 94.62'
N33° 36' 33"W
S62° 59' 24"E
22.61'
S35° 59' 23"E
50.75'
N70° 06' 32"E
99.24'
PAD BEARING
N53° 24' 15"W

S34° 51' 54"E
SPAN 488.15'

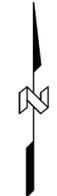
S00° 02' 27"W 714.57' (R)
S00° 00' 32"W 714.34' (M)

S42° 01' 45"W
36.48' (R)
S42° 03' 26"W
36.44' (M)
5/8" REBAR
SEC CAP
SQUARE BOLT
NO ID
S47° 59' 53"E
32.82' (R)

1712.82' (R)
N47° 56' 03"W

286.47' (R)
N58° 07' 14"W

537.72' (R)
S00° 02' 27"W



CUSTOMER: CITY OF COTTONWOOD
WF#: WA82737
CITY: COTTONWOOD
DATE: 06/28/11
NE 1/4 SEC 5 T 15N R 3E
CREW: FELTMANN
NWC 11-86



SHEET 1 OF 1
SCALE: 100
BY: FELTMANN

Please Place In APS Folder
NE-5-15N-3E
WA82737
APN 406-09-008
JGF

Page 1 of 4

CITY OF COTTONWOOD-APS UTILITY EASEMENT

CITY OF COTTONWOOD, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 12 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of transformer pad and 10 feet immediately in front of transformer. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a

portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT “A”

The surface to a depth of 25 feet immediately beneath the surface of that portion of the Northeast quarter of Section 5, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Section 5;

Thence South 00 degrees, 02 minutes, 27 seconds West along the East line of said Section 5, a distance of 714.57 feet;

Thence South 42 degrees, 01 minutes, 45 seconds West, a distance of 36.48 feet;

Thence South 47 degrees, 59 minutes, 53 seconds East, a distance of 32.82 feet to said East line;

Thence South 00 degrees, 02 minutes, 27 seconds West along said East line, a distance of 537.72 feet;

Thence North 58 degrees, 07 minutes, 14 seconds West, a distance of 286.47 feet;

Thence North 47 degrees, 56 minutes, 03 seconds West, a distance of 1712.82 feet to the North line of said Section 5;

Thence North 89 degrees, 54 minutes, 20 seconds East along said North line a distance of 1515.74 feet to the POINT OF BEGINNING.

EXHIBIT “B”

Said easement being 12.00 feet in width, lying 6.00 feet each side of the following described centerline:

Commencing at the Northeast corner of that certain parcel more particularly described in Exhibit "A";

Thence South 89°54'20" West along the North line of said Section 5, a distance of 632.41 feet;

Thence South 34°51'54" East, a distance of 437.58 feet;

Thence North 70°06'32" East, a distance of 20.70 feet to the **True Point of Beginning**;

Thence continuing North 70°06'32" East, a distance of 90.60 feet to **point “a”**;

Thence North 53°24'15" West, a distance of 13.13 feet to a point of **termination**;

Also: Commencing at point **point “a”**;

Thence South 53°24'15" East, a distance of 5.13 feet to the **terminus** of this easement.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: July 19, 2011

Subject: Emergency Communications Center, Consolidation/Feasibility Study, Phase Two, Contract Approval

Department: Engineering

From: Scott Mangarpan, Public Works Project Manager

REQUESTED ACTION

Approval from the City Council to proceed with the award of a professional services contract to iXP Corporation to complete Phase Two of the Consolidation/Feasibility study for a new Emergency Communications Center in the amount of \$20,000.

If the Council desires to approve this item the suggested motion is:

“Move that City staff proceed with the award of a professional services contract to iXP Corporation to complete Phase Two of the Consolidation/Feasibility study for a new Emergency Communications Center in the amount of \$20,000, subject to final approval of contract details by the City attorney.”

BACKGROUND

The Cottonwood Police Department Communications Center, a law enforcement communications operation, serving Cottonwood PD, Clarkdale PD, Jerome PD, Partners Against Narcotics Taskforce, and Dead Horse State Park, is in need of a new communications center. The current Police Department Communications Center is located within the Cottonwood Public Safety Building in a retrofitted office/closet space, not specifically intended to be used as a communications center. As such, the functionality of the communications center is strained due to lack of space and inadequate ventilation. The current communications center cannot be expanded, not only due to space restrictions, but also due to the lack of building electrical power and telephone and data capacity.

City staff have identified the need to build or establish a communications center that will ensure that the highest level of service is provided in the most efficient manner. City staff also

recognize the need to evaluate the feasibility of constructing or establishing a new communications center, which may include several outcomes, based on the results of the facility and equipment needs study. The outcomes may include, but are not limited to: a new, stand alone communications center for the City of Cottonwood, supporting current operations or a co-located communications center, which may include several combinations of public safety agencies, or possibly a regional, consolidated communications center.

There is interest from other Verde Valley public safety agencies in participating in the facility and equipment needs study for the consideration of the potential outcomes, either as a partner, stakeholder, or subscriber.

The City of Cottonwood currently owns property at the southwest corner of East Aspen Street and South 7th Street, directly behind the Public Safety building. This site has been identified as a possible location for a new Emergency Communications Center if one is to be constructed.

In the fall of 2010 the Council approved the award of a contract to iXP to conduct the first phase of the study to establish a baseline of the current public safety communications environment and the collective vision for a regional operation. See attached Executive Summary for study results.

This next phase will develop more detail in the following areas; Governance, Operations, Technology, Site Comparison and Facility Estimates. See attached iXP Proposal.

JUSTIFICATION/BENEFITS/ISSUES

All Verde Valley communication agencies participated in the first Phase of this study. Currently the Sedona Fire District and the Sedona Police Department have agreed to continue with their participation in the study. The Camp Verde Marshal's Office has elected to not continue in the study.

COST/FUNDING SOURCE

Contract for Phase Two of the of the facility and equipment needs study will be awarded to iXP Corporation in the amount of \$20,000. The costs for this phase will be equally shared by the three participating agencies; Cottonwood Police Department, Sedona Fire District and the Sedona Police Department.

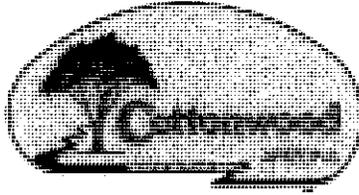
REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Executive Summary of the Phase One Report
Fee proposal from iXP Corporation.
Master Consulting Services Agreement



The City of Cottonwood

Dispatch Consolidation/ Feasibility Study

This document includes data that shall not be disclosed outside the City of Cottonwood, Town of Camp Verde, City of Sedona and the Sedona Fire District and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this report. This restriction does not limit the entities' right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all pages.

May 5th, 2011



Table of Contents

Executive Summary..... 1
 Assumptions..... 2
 Findings (Snap Shot)..... 3
 Recommendations..... 6
Introduction 7
Current Environment – Findings and Recommendations 9
 Governance and Operations 9
 Cost Allocations..... 12
 Policies and Procedures 14
 Training..... 14
 Salary and Benefits 15
 Additional Duties and Collateral Support..... 17
 Staffing – Introduction and Background..... 18
 Staffing Levels, Call Volume and Call Processing 19
 Technology 25
 9-1-1 Phone System 25
 Radio..... 27
 Administrative Phone System..... 28
 CAD and RMS..... 31
 Logging and Recording..... 32
 Time Synchronization 32
 Facilities..... 33
Appendix A: Profiles..... 40
 Cottonwood Police Department 40
 Camp Verde Marshal’s Office 52
 Sedona Fire District 62
 Sedona Police Department 71



Executive Summary

Financial predictability, cost containment and improved service levels are identified goals of the City of Cottonwood's Dispatch Consolidation/Feasibility Study. The City, along with the Town of Camp Verde, the City of Sedona and the Sedona Fire District are seeking a comprehensive and independent review with justifiable options for consideration to consolidate and/or create a regional public safety communications center. In addition to possible cost savings, the participating agencies are interested in determining potential service level improvements that consolidations might bring for their communities as well as any service level reductions that might also result. Both elements should be present in any consolidation consideration.

The objectives of the project were:

- A wish to explore the opportunity to provide improved emergency communications and response;
- A desire to examine the feasibility of creating a regional public safety communications center; *and to*
- Identify methods to improve current service levels and technologies in the event that a full regionalization is deemed to be unfeasible.

This first project phase will establish a baseline of the current public safety communications environment and the collective vision for a regional operation. The focus of this phase will be on the governance aspects of the project, workload and staffing requirements and the operational requirements of the stakeholder agencies. It will entail recommending a governance model, looking at the workload and current costs of existing communication environment and providing recommendations as to whether a regional public safety communications center is feasible. This will allow decisions to be made that are based on reliable and accurate information before proceeding to the second project phase.

A survey of available data and information was conducted to develop an understanding of the operations of each of the current communications centers. A wide range of data and information on the current management, operations, and technology has been reviewed. Following the collection and compilation of the data, the information has been assembled in a manner that allows evaluation of the common and unique elements of each center.

The deliverable for this first phase will be our findings, recommendations on a potential governance model and the identification of service improvements that can be delivered from a consolidated and/or a regional public safety communications center. The Assessment report will be presented to the City Manager and other members of the management team as requested for review and for the City and other potential stakeholder agencies to reach decisions on the options



presented. Once the report has been reviewed and the agencies who wish to proceed have been identified iXP and those agencies can move to the second phase, the Business Case, which will identify project timelines and costs and some potential funding and or service delivery models.

Approach

iXP Corporation was engaged to collect specific information about the current four (4) communication centers; Cottonwood Police Department, Camp Verde Marshal's Office, Sedona Police Department and Sedona Fire District, in order to evaluate and recommend potential consolidation models that make sense for the participating agencies. The manner of data collection and the elements for evaluation were mutually agreed upon and a plan of action, consistent within the necessary timeframe was determined and implemented. The iXP approach to this study is to thoroughly understand and survey the needs of the participating agencies emergency communication services and their respective components of Governance, Operations, Technology and Facilities. The methodology utilized was to have the collection of information done by select iXP public safety domain experts who have collective knowledge and proficiency in the areas under review and who understand how to assess, design, and program manage solutions that will best meet the needs of the participating stakeholders and the communities served.

Next, on-site visits to each of the participating centers were conducted to ensure a complete understanding of the agency's mission and community service requirements. During the onsite visits, interviews were conducted with operational management, communications center personnel, and the technology and facility systems were examined to fill in any gaps in information or understandings from the Survey processes. There was a systematic and methodical evaluation of budgets, compensation and benefit packages; and, facilities analysis and technology inventory were completed.

Assumptions

In any evaluative study of this nature, some assumptions are necessary in order to develop an effective and planned approach. For our purposes the following assumptions were made:

- Investigating possible cost savings was important if it could be achieved but would not be the only driver in a thoughtful consolidation analysis;
- Service level improvements were essential if any level of consolidation was to be considered and service level deterioration would not be viewed as favorable by the study participants; and,
- The agencies were open to considering any and all options, including no consolidation if the analysis was supportive.

With these assumptions in mind, the findings of our research and investigation follow.



Findings (Snap Shot)

iXP focused on the four critical areas of Governance, Operations, Technology and Facilities when assessing, evaluating, planning and designing options for consolidation while analyzing the mission critical public safety environments for each of the agencies involved and under what conditions they might be able work more closely and achieve potential economies.

Governance--Today's emergency communications landscape is a complex web of organizational and operational challenges. Increasingly, the successful planning and management of these interconnected elements depends on consideration of the existing governance issues and well thought-out governance models for current and future modes of operation. Thoughtful analysis and planning can lead to successful outcomes. The Governance findings reveal:

- All but one of the centers, Sedona Police Department, already receive 9-1-1 calls and provide dispatch services for agencies outside of their core communities.
- The three (3) centers that provide services to outside agencies all do so under a subscriber type system.
- All of the current centers have the agency head as having oversight responsibilities with various methods for subscribers to bring forth issues and concerns.
- Cottonwood, Camp Verde and Sedona Police Department are all law enforcement specific centers, while Sedona Fire District is a fire specific center.
- All of the centers are primary PSAPs with the exception of the Sedona Police Department which is a secondary PSAP to the Sedona Fire District Center.
- There is some concern among the agencies over the loss of local control, local influence and local knowledge in a model where currently consolidated operations are further consolidated into a new operation.
- A sense by some of the subscribers, that in the past, the oversight agency simply dismissed recommended changes without adequate investigation or consideration.

Operations— Operational methods for all of the current centers are similar in regards to the services they provide. All but one of the participants is singularly focused on answering and responding to 9-1-1 and 10-digit emergency calls while the Sedona Police Department has limited after hours front counter responsibilities. All of the centers have established standard operating procedures – some are part of the agencies general orders while others have center specific manuals. All of the centers follow a formalized training program for new dispatchers. Two (2) of the centers, Cottonwood and Sedona Fire Districts require their personnel obtain outside certification through the Association of Public-Safety Communications Officials (APCO) – Public Safety Telecommunicator I.

Operational considerations are probably the most significant aspect of any consolidation effort. As many things that are done alike among the entities, there are just as many functions that are done differently. The challenges of consolidation, as it relates to operations, are significant



because they impact the direct service level to the constituency the agency serves both from a 9-1-1 and emergency dispatch perspective and from the perspective of the other services and functions supported by the center personnel. They are also the most visible components to the public and as such the most vulnerable to criticism. Key Operational findings:

- There is a lot of transferring of 9-1-1 calls between the centers as any fire or medical 9-1-1 calls received by the law enforcement centers need to be transferred to the Sedona Fire District Center and any law enforcement call they receive needs to be forwarded to the appropriate law enforcement center.
- Based on call loads alone some of the centers have more personnel then are necessary to handle the call volumes.
- There is no 7X24 presence for the community to interact with any of the centers. Sedona Police Department is the only one that does provide some after hour front counter support and that could easily be replaced with a lobby phone that could direct calls to a consolidated center.
- Center personnel (personnel who can answer phones and dispatch calls) range from six (6) (one supervisor and five dispatchers) at Camp Verde to 15 (one manager, five supervisors and nine dispatchers) at Sedona Fire District.
- The only comparable call volume information provided for all four (4) agencies was for 2010. For the law enforcement agencies, these numbers include officer initiated activities such as traffic stops, Camp Verde having the fewest at 12,214 and Cottonwood having the highest number at 19,595. Sedona Fire District and Sedona Police Department are in between at 14,666 and 15,733 respectively.
- In all of the centers, all of the dispatchers, when fully trained, function in all positions in the center, including taking 9-1-1 calls, entering information into multiple computers and dispatching emergency personnel to the scene of incidents. In a number of situations, a single dispatcher is assigned fulfilling all of the duties.

Technology--During the data collection and analysis process the legacy technology environment was assessed, operational and technical analysis were performed, and technology was evaluated to provide recommendations that meet the current and future goals of each agency, as we understand them. Technology may be the area where the greatest opportunities for cost management and consolidation might occur. The major Technology findings include:

- Cottonwood and Camp Verde already share the same Computer Aided Dispatch (CAD) provider, Spillman Systems.
- Cottonwood, Sedona Police Departments and Sedona Fire District share some of the same radio infrastructure.
- Sedona Fire District maintains both the Cottonwood and Sedona Police Department radio systems.



- The mobile and portable radios used by the public safety agencies within the Verde Valley allow all agencies to speak directly to each other during joint operations. At multijurisdictional incidents, the public safety personnel are able to speak with different agencies on the scene portable to portable. In addition public safety personnel can speak directly to the communications center that covers the area of the incident.
- All of the centers have replaced/upgraded their 9-1-1 systems within the last few years with the State of Arizona 9-1-1 Program paying for it. The costs have been up to \$250k and will probably no longer be replaced/upgraded with State funds in the future.
- Cottonwood and Sedona Police Departments' presently utilize Mobile Data Computing (MDC) in their patrol vehicles while Sedona Fire District has been moving towards implementation, but is presently stalled due to funding.

Facilities-- The most expensive long-term investment communities make in public safety are the facilities that support the enterprise. With increasing national focus on homeland security and critical infrastructure protection, local emergency communications and operations facilities are increasingly being planned and designed with high-availability, force-protection and industry standards in mind. This shifting focus requires increased attention to site selection, building design, diverse connectivity for building power, and redundant systems to ensure these facilities have zero down time. This is also true in a consolidation study. iXP has ensured that all of these elements have been factored into our analysis so that the most complete evaluation is presented for your consideration. The facilities findings include:

- None of the current centers are built to National Fire Protection Association (NFPA) 1221 standards for public safety communications centers.
- All but one (1) of the current centers are somewhat challenged for space but are functional at present.
- Only one (1) of the current centers, Camp Verde, has the space available to conceivably house a consolidated or backup operation in their current facility. As stated above without major remodeling it would not be compliant with NFPA 1221 standards.
- Three (3) of the centers; Cottonwood, Camp Verde and Sedona Fire District have land available adjacent to their current public safety facilities on which a purpose built consolidated communications center might be built. The Sedona Fire District property is small and may not be big enough to support a fully consolidated center.
- All three (3) of the municipalities where the current four (4) centers are located have empty commercial spaces that could be remodeled/retrofitted to house a new regional communications center; however, it is highly unlikely they meet the NFPA 1221 standard as mentioned above.
- None of the centers in the study are shared with and operationally tightly integrated with other operations such as a jail.

Following the on-site visits, iXP team members aggregated the data and information collected from the surveys with the information obtained in the on-site visits and compiled a profile for



each of the participating centers. It is from this information that we have formulated our observations and recommendations.

Individual Profiles of each study participant are included and offer an overview of the current landscape and service construct for each agency. These profiles have allowed us to compare and contrast various elements of service, governance, operations, technology and facility to better evaluate and form recommendations for your consideration.

Recommendations

After careful consideration of the facts and issues at hand, it is incumbent on iXP to provide only those recommendations which iXP determines can be qualified and supported and in the client's best interest in the next project phase, the Business Case. With that in mind, we offer four (4) potential outcomes for the stakeholders to consider. They are in order of anticipated financial predictability, cost containment and improved service levels. They are as follows;

1. A regional consolidated communication center, functioning under an Authority model of governance whereas all stakeholder agencies are fully consolidated, (operationally) in one facility, (either as a governmental agency or a privately delivered managed services model);
2. A co-located facility with all stakeholder agencies sharing facility and technology, again under an Authority model of governance;
3. A hybrid model of consolidation and co-location with shared facility and technology and still under an Authority model of governance;
4. No consolidation or co-location but either virtual or shared technology platforms.

Note; this section can be separated from the body of this document for high level information purposes.





May 23, 2011

Scott Mangarpan
Project Manager
City of Cottonwood
1490 West Mingus Ave
Cottonwood, AZ 86326

RE: Phase II - Business Case

Dear Mr. Mangarpan,

iXP Corporation is pleased to provide the scope and pricing for continuing iXP's services for the City of Cottonwood. On April 26th of 2011 we met with representatives from the City of Cottonwood, City of Sedona Police Department, Sedona Fire District, Town of Camp Verde Marshal's office and Montezuma Rimrock Fire Department. During the meeting we reviewed the Dispatch Consolidation Feasibility Study and discussed next steps. It was clear from the meeting that a business case which addresses the recommendations made in the Dispatch Consolidation Feasibility Study Center and provides each agency with a more detailed and analytical examination of the potential costs and savings associated with each recommendation is the desired next step.

As requested during our meeting, Phase II will provide budgetary estimates that include a full technology outfitting for a consolidated and/or a regional public safety communications center facility. Also included will be management and staffing plans with budgetary estimates. This phase will also include an option for an iXP service level delivery, (outsourcing) which would include the facility, technology and operations of the center for a fixed multi-year price. This upfront planning will allow the City of Cottonwood and participating agencies to manage costs early in the project, achieve a degree of financial predictability and have a detailed road map of how long and how much this project will cost.

SCOPE OF WORK:

iXP will provide the following professional services to enable the City of Cottonwood and the potential stakeholder agencies to make an educated decision on the future of their Communication Centers:

Business Case

Governance:

- Recommendations on how the Center will be managed amongst the participating agencies.
- Recommendations on how participating agencies will contribute towards the Communications Center capital and operating costs.
- Look at existing costs provided by the current four Centers versus future possible costs of a consolidated Center per the four agencies.



Operations: Description & Budgetary Estimates - Government Operated and Service Level Delivery

- Establish an Operating Budget for Center: Estimated annual operating and staffing costs for five years - does not include costs associated with hiring, training or development of SOP's.

Technology: Description & Budgetary Estimates (Stand alone new Center)

- CAD
- Interfaces to RMS
- Validate Radio System Infrastructure
- Radio Console
- Back up Radio Equipment
- Mobile Applications
- 911 Telephony
- General Telephone
- Fire Paging and Alerting
- Logging/Recording
- Wide Area and Local Network Design
- Large Screen Displays
- Administrative Computer Hardware (Communications Center & offices)
- Console furniture
- Technology Maintenance and Service Plan

Facility

- Estimate cost to construct, including fixtures, furniture, equipment and professional fees on a per square foot basis.
- Available property site comparison - Camp Verde, Cottonwood and Sedona Fire locations.

Business Case Report

- Produce DRAFT Business Case Report
- Deliver DRAFT Business Case Document
- Agency Review Time
- Review Comments with iXP
- Incorporate comments into Final Report
- Produce FINAL Business Case Report
- Deliver FINAL Business Case Report

TIMELINE

It will take approximately eight weeks to complete this phase of the project once the contract is signed. This timeline is dependent on the City of Cottonwood and other stakeholders providing any requested information in a timely manner.



Problem Solved

PRICING

iXP proposes a firm fixed price for the services included in this Phase II proposal of \$20,000.00 **This total fixed price INCLUDES all reimbursable and travel expenses. No additional charges will be incurred.** This price is valid for a period of ninety days (90) from the date of the proposal.

Invoicing Milestones will be as follows:

50% at signing
50% at completion

All rates are inclusive of travel and living costs. All rates are exclusive of any State, County or City taxes or business fees that may be required to conduct business with the City of Cottonwood. Payment is due net thirty (30) days of receipt of invoice.

Sincerely,

Ben Archer Clowes
New Business Development
646.895.1767 Mobile
barcher-clowes@ixpcorp.com



MASTER CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2011 between iXP Corporation (“**Consultant**”) and The City of Cottonwood (“**COTTONWOOD**”), whose principal place of business is 827 North Main Street, Cottonwood, Arizona 86326.

Consultant will provide to COTTONWOOD, in accordance with the attached terms and conditions of this Agreement, the services and deliverables set forth in the Proposal Response attached hereto and incorporated herewith as **Schedule A**.

In consideration of the mutual promises contained herein, the parties mutually agree as follows:

1. The Complete Name of Consultant is: iXP Corporation.
Consultant’s principal place of business is located at: 1249 South River Road
Cranbury, NJ 08512

Consultant is a: X Corporation L.L.C. L.L.P.
 Partnership Limited Partnership
 Proprietorship Other Legal Entity: _____
State of Organization or Incorporation: Delaware
Employers Identification Number or Tax I.D. Number: 22-3690697

2. Consultant will analyze COTTONWOOD’S current emergency communications center and assist in creating a clear direction for improvements and modernization of COTTONWOOD’S communications facility. During the term of the Agreement, Consultant agrees to provide professional services to COTTONWOOD which COTTONWOOD may authorize, from time to time, by the execution of Work Orders as described in this Agreement. Consultant SHALL NOT BE OBLIGATED TO PROVIDE SERVICE UNTIL A WORK ORDER OR OTHER WRITTEN AUTHORIZATION HAS BEEN EXECUTED BY BOTH PARTIES IN ACCORDANCE WITH THIS AGREEMENT.

3. **COMPENSATION**. Consultant agrees to provide services to COTTONWOOD, and COTTONWOOD agrees to accept said services and pay Consultant for same as follows:
 - 3.1. **PERSONNEL AND RATES**.
 - 3.1.1. If the Work Order provides for services to be performed on a time and materials basis, or for a fixed time, Consultant will provide to COTTONWOOD the various categories of personnel specified at the rates specified in all Work Order(s) issued under and incorporated into this Agreement. Rates specified therein shall be effective for six months from the date of the Work Order(s), unless otherwise stated in the Work Order.

- 3.1.2. If the Work Order is a fixed price Work Order, Consultant shall specify the personnel to be used to perform the services requested.
- 3.1.3. COTTONWOOD has the right of refusal or approval of people presented by Consultant, but such right shall be exercised reasonably, and Consultant shall be given reasonable discretion for Fixed Price Work Orders.
- 3.1.4. Work Orders may specify subcontractors or allow subcontractors to perform part of the work. In such event, any subcontractors must agree to be bound by the terms of this Agreement, particularly as to confidentiality and ownership of work produced, and Consultant shall be liable to COTTONWOOD for any breach by any subcontractor retained by Consultant. Rates for subcontractors and overrides to Consultant for managing subcontractors, if any, shall be specified in the Work Order. COTTONWOOD must approve all subcontractors.
- 3.1.5. COTTONWOOD agrees to pay Consultant for the satisfactory performance of services rendered per the terms set forth in **Schedule B**. Payment will be made within thirty (30) days after receipt of Consultant's monthly invoice. Consultant's monthly invoice will be for the Consultant's work during the preceding month. In the event COTTONWOOD disputes a Consultant invoice, COTTONWOOD shall inform Consultant of such disputed amounts within ten (10) days of receiving the invoice.

3.2. **DIRECTION AND CONTROL**. In the performance of services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor. Consultant shall control the method and manner of performing the work to be completed. Consultant shall be responsible for supervision and control of any Consultant employees who perform services pursuant to a Work Order. All such persons shall be employees of Consultant and not of COTTONWOOD. The responsibility for specification of the work to be performed and the specific services hereunder shall be exclusively that of COTTONWOOD. The function and direction of Consultant personnel, and the services to be performed, will be detailed in the appropriate Work Order.

4. **WORK ORDERS**.

- 4.1. Each Work Order shall be issued in accordance with the terms of this Agreement, and will contain, where required by COTTONWOOD, estimate(s) of cost, time and/or funding limitations. All Work Orders or other forms of written authorization shall be subject to the terms and conditions set forth in this Agreement. In the event any conditions contained in a Work Order conflict with any terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern, unless clearly and specifically stated otherwise in the Work Order, and specifically reviewed by and authorized by COTTONWOOD. In the event of an ambiguity between the Work Order and this Agreement, the terms of this Agreement shall control.
- 4.2. Work Orders shall be written as Fixed Price, Fixed Time, or Time and Materials.

- 4.2.1. Fixed Price Work Orders shall specify a fixed price for which a specific task shall be performed to completion by a date certain. It shall be the responsibility of Consultant to complete the task and all of the deliverables for the price stated in the time required.
- 4.2.2. Fixed Time Work Orders shall specify one or more individuals whose services shall be provided to COTTONWOOD for a fixed time at an agreed compensation rate. All Fixed Time Work Orders may be terminated by COTTONWOOD on thirty (30) days written notice.
- 4.2.3. Time and Materials Work Orders shall specify the time and materials estimated to perform a specific task.
- 4.2.4. Estimated Costs in Time and Materials Work Orders.
 - 4.2.4.1. Estimated costs provided by Consultant, in Time and Materials Work Orders, which may be included at the request of COTTONWOOD, are provided as a reasonable estimate of total cost, not as a fixed price.
 - 4.2.4.2. Consultant will make a reasonable attempt to notify COTTONWOOD as soon as practicable if it appears that the estimated cost will be exceeded. If Consultant anticipates that the estimated cost will be exceeded, Consultant shall present to COTTONWOOD a Project Change Request and shall incur such additional costs only when the Project Change Request delineating the additional costs is approved in writing by COTTONWOOD and when COTTONWOOD provides a revised Work Order.
 - 4.2.4.3. Funding limits represent a not-to exceed amount. If included in a Time and Materials Project Change Request, a funding limit may not be exceeded without written authorization of COTTONWOOD.
- 4.3. **ACTIVATION OF WORK ORDERS.** The following procedure will be followed to initiate and activate a Work Order under this Agreement.
 - 4.3.1. Consultant or COTTONWOOD will prepare a Work Statement on a Work Order and submit such form in duplicate, together with all appropriate technical attachments, to the other party for approval.
 - 4.3.2. COTTONWOOD upon its acceptance, shall execute the Work Order and return one fully executed copy to Consultant.

4.3.3. A Work Order shall become effective only when signed by both parties

4.4. **TIME REPORTS.** With the exception of Fixed Price Work Orders, for which Time Reports may be waived, Consultant shall prepare and submit to COTTONWOOD, monthly, or as otherwise specified in the Work Order, Time Reports showing the total number of hours worked for each of Consultant's employees performing services pursuant to the applicable Work Order. COTTONWOOD shall review each Time Report, sign it and return it to the Consultants designated staff member without undue delay. COTTONWOOD'S signature shall signify that COTTONWOOD approves the accuracy of the itemization of hours and authorizes payment.

4.5. **PROJECT RELATED EXPENSES.** Where travel for Consultant personnel is approved on the Work Order by COTTONWOOD, all necessary and reasonable travel expenses by Consultant personnel directly relating to any COTTONWOOD project will be billed to COTTONWOOD. Local mileage and other travel related expenses to and from the designated work site will not be allowed, unless specifically so provided in the Work Order. Any expenses for which Consultant seeks reimbursement must be pre-approved, but expenses as a class, such as mileage between work sites, may be specified and pre-approved in a Work Order.

5. **TERM OF AGREEMENT.** This Agreement will commence on the day first above written and remain in full force until terminated as provided for in Section 14. The Parties may mutually agree to extend this Agreement in the event COTTONWOOD wants Consultant to extend its scope of work and the services and deliverables set forth in the Proposal Response attached hereto and incorporated herewith as **Schedule A.**

6. **INSURANCE AND LIABILITY.** Consultant agrees to carry the following insurance coverage during the term of this agreement:

6.1. Workers compensation as required by the laws of the state in which the work is being performed.

6.2. Comprehensive general liability and property damage insurance with combined bodily injured and property damages limit of \$1,000,000 for each occurrence.

6.3. Commercial Crime Coverage up to \$100,000 for claims arising from fraudulent or dishonest acts on the part of any Consultant employee.

7. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold the other party harmless from any claims and/or liability, including reasonable attorneys' fees and costs, due to any loss, injury or death arising out of the alleged negligent or intentional acts or omissions of the indemnifying party. Provided, however, that the indemnifying party's liability for negligent acts and omissions pursuant to this provision shall not exceed \$1,000,000.00 (one million dollars).

8. **CONFIDENTIALITY.** For purposes of this Agreement, “**Confidential Materials**” means those materials that are not deemed a public record pursuant to Arizona law.
- 8.1. Confidential information furnished by COTTONWOOD relating to the performance of any Work Order, and COTTONWOOD’S software and hardware are the property of COTTONWOOD and shall be treated as confidential and shall not be disclosed to third parties by Consultant and its employees without COTTONWOOD’S prior approval.
- 8.2. Consultant shall inform COTTONWOOD of what specific information, if any, it considers to be confidential as defined in Arizona state law such that its release can be denied. Consultant will have the opportunity to assert such public disclosure exemptions and submit support for its claims of confidentiality. COTTONWOOD will review Consultant’s submissions and make a determination if the information is indeed private or non-public. COTTONWOOD will advise Consultant of its final decision and release what it determines to be public information unless Consultant chooses to initiate legal action to request a different determination.
- 8.3. Termination or expiration of this Agreement shall not be deemed to affect either party’s obligations with respect to proprietary and confidential information, and such obligations shall continue in full force and effect for a period of five (5) years after termination or expiration of this Agreement.

9. **OWNERSHIP RIGHTS IN DELIVERABLES.**

- 9.1. COTTONWOOD acknowledges that the Deliverables may in whole or in part be created using Consultant prior acquired knowledge, skill and expertise, and may include Consultant proprietary information and prior developed intellectual property of Consultant, which Consultant shall continue to own and have an unrestricted right to use for other purposes. To the extent that such Consultant prior developed and proprietary materials are included in the Deliverables, COTTONWOOD shall have a perpetual, non-exclusive license to use the proprietary materials as part of the Deliverables, such that COTTONWOOD may copy and disseminate the Deliverables and create derivative works therefore, as appropriate and as required by COTTONWOOD and by any special funding under which the particular Work Order is issued. Consultant shall have no continuing proprietary interest in the Deliverables, except as stated herein. Consultant may retain archival copies of the Deliverables for Consultants internal use, and nothing herein shall prevent Consultant from continuing to use Consultants information, knowledge, skill and/or expertise for other purposes.
- 9.2. Consultant agrees that all “Deliverables,” which means and includes all reports, designs, diagrams, studies, conclusions, recommendations, analyses and other materials developed, generated or produced by Consultant pursuant to a Work Order, including, but not limited to, analysis, design, custom programming, documentation, and other work related to the addition of new enhancements or functionality of COTTONWOOD’S computer systems (the “**Deliverables**”) pursuant to this Agreement and any Work Orders, shall be owned by and shall be the exclusive property of

COTTONWOOD for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes.

- 9.3. Consultant hereby assigns all copyrights, patents, service marks and trademarks and all other intellectual property rights of Deliverables and all software, documentation, and other products and materials related to the Deliverables and supplied to COTTONWOOD pursuant to a Work Order, finally and irrevocably to COTTONWOOD, and Consultant agrees to execute any and all documents necessary to accomplish such assignment and/or to allow COTTONWOOD to register any patent, service or trade mark, or copyright arising from the Work performed pursuant to this Agreement.
- 9.4. Upon termination or expiration of this Agreement, all software, documentation or materials belonging to Consultant or COTTONWOOD shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party unless the respective owner consents thereto. This shall not include documentation or other materials necessary for COTTONWOOD to properly utilize the Deliverables and/or products developed.
- 9.5. To the extent that the Deliverables includes computer software, Consultant shall provide as part of the deliverables, reasonably commented source code which shall be the exclusive property of COTTONWOOD. Consultant shall also provide reasonably commented source code for all prior or outside Consultant developed software which becomes part of COTTONWOOD'S system, pursuant to services performed under this agreement, to which COTTONWOOD has a non-exclusive license as previously described in this Agreement.
- 9.6. To the extent that services are provided to Consultant by subcontractors who produce any portion of the Deliverables, Consultant shall insure that its agreements with Subcontractors include a full assignment of rights to the Deliverables as required herein of Consultant

10. **WARRANTIES AND REPRESENTATIONS OF CONSULTANT.**

- 10.1. Consultant warrants that all work performed shall be done in a good and workmanlike manner in accordance with the standards in Consultant's Profession.
- 10.2. Consultant warrants that it owns and or has the rights to, and the power and authority to transfer the Deliverables to COTTONWOOD, and that it has the rights in the Deliverables granted hereby. Consultant further warrants that the Deliverables shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property right. Consultant shall indemnify and hold harmless COTTONWOOD and its subsidiaries or affiliates under its control, and their trustees, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that COTTONWOOD'S use or possession of the Deliverables pursuant to and for the purposes set forth in this Agreement, or any license

granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Consultant shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that COTTONWOOD gives Consultant prompt notice of any such claim of which it learns. No such settlement which prevents COTTONWOOD from continuing to use the Deliverables as provided herein shall be made without COTTONWOOD'S prior written consent. In all events, COTTONWOOD shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If the Deliverables, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Deliverables is enjoined, then Consultant shall, at its reasonable expense and option, either procure for COTTONWOOD the right to continue using same, or replace same with a non-infringing product, or modify same so it becomes non-infringing. If Consultant shall not be able to do so in a timely manner, Consultant shall reimburse to COTTONWOOD all sums paid to Consultant by COTTONWOOD for the Deliverables.

11. **EMPLOYEE ROTATION.** Consultant reserves the right to replace a Consultant employee at any installation of COTTONWOOD during the performance of any Work Order(s) provided that such replacement employee shall possess substantially equivalent training, skills and level of competence required to perform assigned duties as defined in the Work Order. Provided further, however, that as to certain employees of Consultant which COTTONWOOD shall identify as key persons in any Work Order, substitution of such persons shall be with the agreement of COTTONWOOD, and COTTONWOOD may terminate a Work Order if a key person terminates and cannot be replaced to the satisfaction of COTTONWOOD.
12. **INVOICES AND PAYMENTS.** Invoicing and payment shall be as specified in a Work Order, but if not so specified, Consultant shall prepare and submit invoices to COTTONWOOD monthly, and COTTONWOOD will pay to Consultant the invoice amounts within thirty (30) days after receipt and approval of Consultant's invoice.
13. **TERMINATION OF AGREEMENT.**
 - 13.1. Either party by written notice of not less than thirty (30) days may terminate this Agreement; however, the terms provided in Sections 6, 7, 8 and 9 shall survive any such termination.
 - 13.2. In the event COTTONWOOD does not execute Work Order(s) within six months of the date first above written, this Agreement shall automatically terminate. This Agreement shall likewise terminate in the event that more than six months have elapsed since completion of the last Work Order executed as provided herein.
 - 13.3. Without limiting its remedies available at law, Consultant may terminate this Agreement or suspend work, in whole or in part, by giving thirty (30) days written notice to COTTONWOOD if COTTONWOOD: 1) fails to make timely payments when

due to Vendor; 2) fails to adhere to milestones within the project plan or a material and adverse change in the scope of the work, milestones, or project plan; 3) fails to provide access to the facilities; 4) makes an assignment for the benefit of creditors, becomes insolvent, or files a voluntary petition for relief under the United States Bankruptcy Code, either because its liabilities exceed its assets or because it is unable to pay its debts as they become due; or 5) breaches any material obligation under this Agreement which is not cured within fifteen (15) days of receipt of written notice of breach.

13.4. Upon termination, Consultant shall receive payment for the services actually completed.

13.5. Conflicts: This Agreement is subject to termination pursuant to Arizona Revised Statutes §38-511 pertaining to conflicts of interest.

14. **TERMINATION OF WORK ORDERS.**

14.1. Any individual Work Order under this Agreement may be terminated, in whole or in part, by COTTONWOOD, upon not less than thirty (30) days written notice to Consultant, whenever, for any reason COTTONWOOD shall determine that such termination is in its best interest. COTTONWOOD shall be obligated to pay for time, materials and project related expenses incurred prior to the termination date, and any irrevocable expenses committed to by Consultant prior to notice of cancellation.

14.2. COTTONWOOD may terminate this Agreement and any Work Order immediately upon notice to Consultant for any material breach of this Agreement, subject to Consultants right to cure any breach within 15 days of the date of the Notice.

14.3. Consultant shall, on or before the date of termination, turn over to COTTONWOOD all programs, source code, documentation, reports, data, flow diagrams, materials, and all work in process generated during the performance of the terminated Work Order. If this Agreement is terminated because of breach by Consultant, COTTONWOOD may, but shall not be obligated to, accept any Deliverables, or part thereof completed by consultant up to the termination, and for any Deliverables accepted, COTTONWOOD shall pay Consultant in accordance with the provisions of the Work Order, or in such reasonable amount as the parties agree.

15. **CURE.** If a breach is capable of remedy, a party may cure such breach by taking all of the following steps prior to the end of the cure period. Any material breach must be cured expeditiously and within a fifteen (15) day cure period by:

1. notifying the non-breaching party, in writing, that the breaching party wishes to cure the breach and continue the Agreement;
2. terminating any breaching acts, omissions, or behaviors;
3. correcting any existing breaches, including, but not limited to paying any charges due under this Agreement; and
4. providing adequate assurance reasonably satisfactory to the non-breaching party.

16. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

- 16.1. iXP Corporation warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 16.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 16.3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 16.4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
- 16.5. Questions about E-Verify see website below:
<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

17. **IRAN INVESTMENT:**

In accordance with A.R.S. 35-393.06, iXP Corporation hereby certifies that the consultant does not have scrutinized business operations in Iran.

18. **SUDAN INVESTMENT:**

In accordance with A.R.S. 35-393.06, iXP Corporation hereby certifies that the consultant does not have scrutinized business operations in Sudan.

19. **NOTICES.** Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail addressed as follows:

Consultant: iXP Corporation
1249 South River Road
Cranbury, NJ 08512
Attn: Larry Consalvos, Senior Vice President
Fax No. 609-409-7624/480-391-7403

Cottonwood: Scott Mangarpan
City of Cottonwood
Public Works Department
1490 W. Mingus Avenue
Cottonwood, AZ 86326
Fax No. 928-634-7285

20. **INDEPENDENT CONTRACTOR.** In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.
21. **FORCE MAJEURE.** Neither party will be liable for losses, defaults, or damages under this Agreement, which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
22. **ASSIGNMENT.** Neither party may assign this Agreement or any of their rights or obligations hereunder to a third party without the prior written consent of the other party. Consultant shall not subcontract or delegate any of its duties under this Agreement without the prior written consent of COTTONWOOD.
23. **AGREEMENT INCORPORATED INTO WORK ORDERS.** This Agreement shall be incorporated in any and all Work Orders by reference with the same effect as this Agreement had been combined in and made a part of the Work Order in its entirety.
24. **INSURANCE.** Consultant shall provide and maintain at its own expense during the term of this Agreement, and all renewal periods, all insurance which is reasonable necessary to cover its obligations and liabilities under this Agreement, and shall provide COTTONWOOD with proof of such insurance upon request.
25. **SEVERABILITY.** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such part, term, or provision thereof shall be severed from this Agreement and the other provisions shall remain in full force and effect.
26. **FURTHER ASSURANCES.** The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

27. **LIMITATION OF ACTIONS.** No action arising out of this Agreement, regardless of the form thereof, may be brought by either party more than two years following the date the cause of action arose or the date upon which the party bringing the action first knew or reasonably should have known of its cause of action, whichever occurs later.
28. **AMENDMENT AND WAIVER.** No amendment or waiver of this Agreement shall be binding unless executed in writing by both parties.
29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.
30. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws rules.
31. **SURVIVAL.** Notwithstanding the expiration or termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive, including, without limitation, the following provisions:

Section 3, Compensation

Section 6, Insurance and Liability

Section 7, Indemnification

Section 8, Confidentiality

Section 9, Ownership Rights

Section 10, Warranties and Representations of Consultant

Section 20, Independent Contractor

Section 31, Survival

32. **“PIGGYBACK CLAUSE.”** The Parties acknowledge that other entities may desire to utilize this Agreement to facilitate their efforts to plan and execute a public safety communications infrastructure. COTTONWOOD agrees to allow other municipalities to “piggyback” off of this Agreement. In that instance, the contract shall be between Consultant and the other municipality, and COTTONWOOD shall bear no responsibility or liability for the contracts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

THE CITY OF COTTONWOOD

iXP CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

Schedule A

Schedule A

SCHEDULE B

iXP will charge a firm fixed price for the services totaling \$20,000.00. The parties agree to the following payment schedule:

50% at contract signing - \$10,000.00

50% at contract completion - \$10,000.00

*Hourly rates include all travel and living expenses for on-site work. Travel time is not billed to the client.

*All rates are exclusive of any local, County or State taxes or fees required to conduct business with the City of COTTONWOOD.

*All invoices will be submitted monthly in arrears. Payment terms are net thirty (30) days from receipt of invoice.

*In the event COTTONWOOD disputes a Consultant invoice, COTTONWOOD shall inform Consultant of such disputed amounts within ten (10) days of receiving the invoice.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: July 19, 2011

Subject: Resolution Number 2594 --Appointing a Member to the Judicial Review and Appointment Advisory Board

Department: Human Resources

From: Iris Dobler, HR Manager

REQUESTED ACTION

Appointment of a member to the Judicial Review and Appointment Advisory Board for a three-year term to fill the vacant position of a general public member of the Board.

This member shall be from the general public who resides in the City of Cottonwood, and who has distinguished himself or herself through their public service, impartiality and objectivity. One qualifying application was received from Ms. Mary Eichman.

If the Council desires to approve this item, the suggested motion is:

“I move to approve Resolution Number 2594 appointing Mary Eichman a member of the Judicial Review and Appointment Advisory Board of the City of Cottonwood for a three year term expiring July 20, 2011.”

BACKGROUND

Ms. Eichman has been a resident of Cottonwood for 11 years and is currently a volunteer and/or serving on boards for various organizations in Cottonwood and the Verde Valley, including: the Bookmarks/Friends of the Cottonwood Public Library; and the Verde Valley Caregivers/Silver Linings. Previously, Mary was a volunteer at the Verde Valley Medical Center, City of Mesa Friends of the Library, etc. She originally applied to become a member of the Judicial Review and Appointment Advisory Board in December 2008 when the Board was formed.

JUSTIFICATION/BENEFITS/ISSUES

There is one seat currently available on the Judicial Review and Appointment Advisory Board, under the General Public category. This seat became available when Donna Castillo's term

expired January 22, 2011. There have been no applicants for this seat until Mary Eichman re-applied recently.

COST/FUNDING SOURCE

N/A

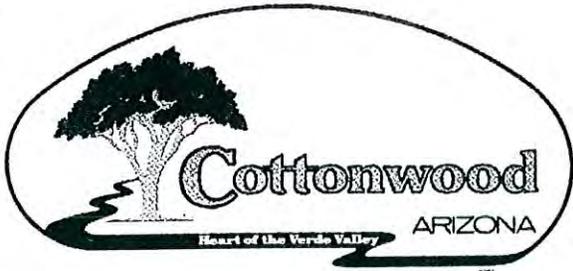
REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Application from Mary Eichman
Resolution Number 2594



Gen. Public

CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised June 18, 2007

APPLICATION FOR Judicial Review and Appointment Advisory Board
(BRAND/COMMISSION/COMMITTEE)

NAME Eichman Mary E.
(Last) (First) (Middle)

MAILING ADDRESS
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 1640 W. Cedar Post Cottonwood
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-4260 WORK/MESSAGE PHONE

EMAIL ADDRESS: maryeichman@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.

Education High School diploma from Janesville Senior High, Janesville Wisconsin. Class rank 6 out of 488.
One semester of college in Wisconsin.
Self-improvement classes on supervision and computer usage in WI and AZ.
In-service training on supervision provided by City of Mesa AZ.

Work Experience Current seasonal clerical work for Connie Phillips at H&R Block in Cottonwood. (3 years)
Police Records Clerk (5 years), Police Records Shift Supervisor (10 years) for City of Mesa, AZ .
Office Manager for Mesa YMCA (2+ years), Account clerk for District Attorney in Rock County, WI (2 years).
Income maintenance worker and data control clerk for Rock County Social Services, WI (6 years).
Bakery manager for Kohl's Food Store in Beloit, WI (6 years).
Short term work in food service and quality assurance at Parker Pen and a plastic company when I was young.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee:
Testified as the only witness in a fraud trial in WI - she served three years in prison. Notary at the DA's office.
Jury foreman on DUI trial in Yavapai County - he was found not guilty. Conference with defendant's attorney.
Personal contact with attorneys and judges. Passed polygraph. My fingerprints are on file with the FBI.

List any community service organizations or projects you have been involved with (include a brief description of activities):
Currently Chairman of the board of Bookmarks/Friends of the Cottonwood Public Library (John O'Neill, Director).
Currently a volunteer for Verde Valley Caregivers/Silver Linings (Phone 204-1238 for the office manager).
Previous volunteer at Verde Valley Medical Center rehab office - my hours were used to justify additional position.
Prior member and volunteer for City of Mesa Friends of the Library - took money for book sales.
Member of Janesville Literacy Council in Wisconsin and a Laubach tutor - taught adults to read.
Short term volunteer in Habitat for Humanity office at Restore in Cottonwood for Karen Maddy.

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? YES NO

Does the City of Cottonwood employ any relative of yours? YES NO

How long have you been a resident of Cottonwood? Since May 1999 - more than nine years

Signature Mary E. Eckman Date 12/29/08



COUNTY OF ROCK
COURT HOUSE

Stephen M. Needham

District Attorney

51 South Main St.
Janesville, Wisconsin 53545

Telephone (608) 755-2115

October 31, 1980

To whom it may concern:

Mary Eickman has been employed in my office for the past two years, and I wish to highly recommend her to any future employer. Mary held a position of responsibility in my office and was responsible for budgeting several million dollars over the past years. Mrs. Eickman performed all her tasks competently and professionally. Mary performed her tasks with little supervision and also used her own initiative to broaden her position. Mrs. Eickman's innate intelligence, her precise work habits, her ability to see an issue and devise her own methods of dealing with problems and her overall sense of responsibility coupled with pride in her work, continue to make her an asset to any office.

Very truly yours,

Stephen M. Needham
Stephen M. Needham
District Attorney

SMN:km

RESOLUTION NUMBER 2594

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ AS A MEMBER OF THE JUDICIAL REVIEW AND APPOINTMENTS ADVISORY BOARD.

WHEREAS, the City Council created the Judicial Review and Appointments Advisory Board to recommend to the City Council the best qualified persons to become full-time or part-time city magistrates, including the city magistrate as provided for in Cottonwood City Code Section 2.36, and to evaluate the performance of incumbent full-time or part-time city magistrates, and to advise the city council about retaining them for office; and

WHEREAS, the Judicial Review and Appointments Advisory Board shall be composed of seven (7) persons, as follows:

- 1) The presiding judge of the Arizona Superior Court for Yavapai County, or designee; and
- 2) Three (3) active members of the Arizona State Bar Association who reside and/or practice in Yavapai County; and
- 3) Three (3) members from the general public who reside in the City of Cottonwood and who have distinguished themselves through their public service, impartiality and objectivity, and who will be appointed by the City Council through an application process; and

WHEREAS, the term of Donna Castillo as member of the Judicial Review and Appointments Advisory Board, representing a member of the general public, expired January 22, 2011, and it therefore is necessary to fill said vacancy on the board.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY ARIZONA:

THAT, _____ is hereby appointed a member of the Judicial Review and Appointments Advisory Board, as a member of the general public who resides within the City of Cottonwood, for a 2-year term ending July 20, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF JULY 2011.

RESOLUTION NUMBER 2594

Page 2

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

