

Request for City Council Action

Title:	Fair Housing Month Proclamation		
Meeting Date:	4-13-16	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action: Proclamation	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Manager	Supporting Documents:	Proclamation
Prepared By:	Lona Shugart	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Proclaim April 2016 Fair Housing Month		

BACKGROUND: Communities receiving federal funds through the State’s Community Block Development Grant (CDBG) program must affirmatively further fair housing (AFFH) efforts. The minimum requirements to comply with the AFFH regulations require a community to 1) adopt a Fair Housing Proclamation or Resolution; 2) display a Fair Housing Poster in a public are of City Hall; 3) and undertake an additional action. A poster and Fair Housing Brochures are available in the main lobby at City Hall.

BUDGET IMPACT: None

SUGGESTED MOTION:

- I move to proclaim April 2016 Fair Housing Month in Page and hereby urge all residents of this community to comply with and show support for the letter and spirit of the Fair Housing Acts.

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act, and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of: race, color, religion, sex, handicap, familial status or national origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, I, William Diak, Mayor of the City of Page, Arizona, do hereby proclaim April 2016 as

"FAIR HOUSING MONTH"

in Page, Arizona and do hereby urge all residents of this community to comply with and show their support for the letter and spirit of the Fair Housing Acts.

Issued this 13th day of April 2016.

William Diak, Mayor

ATTEST:

Kim Larson, City Clerk

Request for City Council Action

Title:	GSA/TSA Airport Lease		
Meeting Date:	4-13-16	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action: Motion	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Airport	Supporting Documents:	Attached
Prepared By:	Lona Shugart	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Approve TSA Lease		

BACKGROUND: The General Services Administration (GSA) has prepared the new Transportation Safety Administration (TSA) lease which expires May 14, 2016 at the Page Municipal Airport. The lease requires approval by the City Council. A complete copy of the lease is available in the City Clerk's Office.

BUDGET IMPACT: Rental Income in the amount of \$22,501.45 per year.

SUGGESTED MOTION:

- I move to approve the GSA/TSA Lease at the Page Municipal Airport and authorize the Mayor to execute the contract.

LEASE NO. GS-09P-LAZ03402

On-Airport Lease
GSA FORM L201D (September 2015)

This Lease is made and entered into between

THE CITY OF PAGE

(Lessor), whose principal place of business is **697 VISTA AVENUE, PAGE, AZ 86040**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**238 10TH AVENUE
PAGE, AZ 86040**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **May 15, 2016** upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, are effective upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Susan Dinkel
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 462 rentable square feet (RSF), yielding 462 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floor(s) and known as Office Room 7, IT Room 16 and Office 22, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 100 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Ample parking spaces are available for exclusive use of the Government and are included with the lease at no cost. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2015)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$18,406.80	\$39.84
Operating Costs	\$4,094.65	\$8.86
Full Service Rate	\$22,501.45	\$48.70

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 485 ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. INTENTIONALLY DELETED

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises,"

2. INTENTIONALLY DELETED

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

TSA LEASE BREAKDOWN - 2016

<u>Lease Space</u>	<u>Sq'</u>	<u>Price P/Sq'</u>	<u>Annual Base Rent</u>
Downstairs (7)	300	\$57.84	\$17,352.00
Upstairs (16)	6	\$25.00	\$ 150.00
Hangar Upstairs (22)	<u>156</u>	\$ 5.80	\$ 904.80
Total Square Feet	462	Total:	\$18,406.80

Utilities Terminal (annual)

Trash	\$ 573.85
Water/Sewer	\$ 364.38
Electric	\$ 870.88
Gas	<u>\$ 479.86</u>
Total:	\$2,288.97

Custodial (annual)

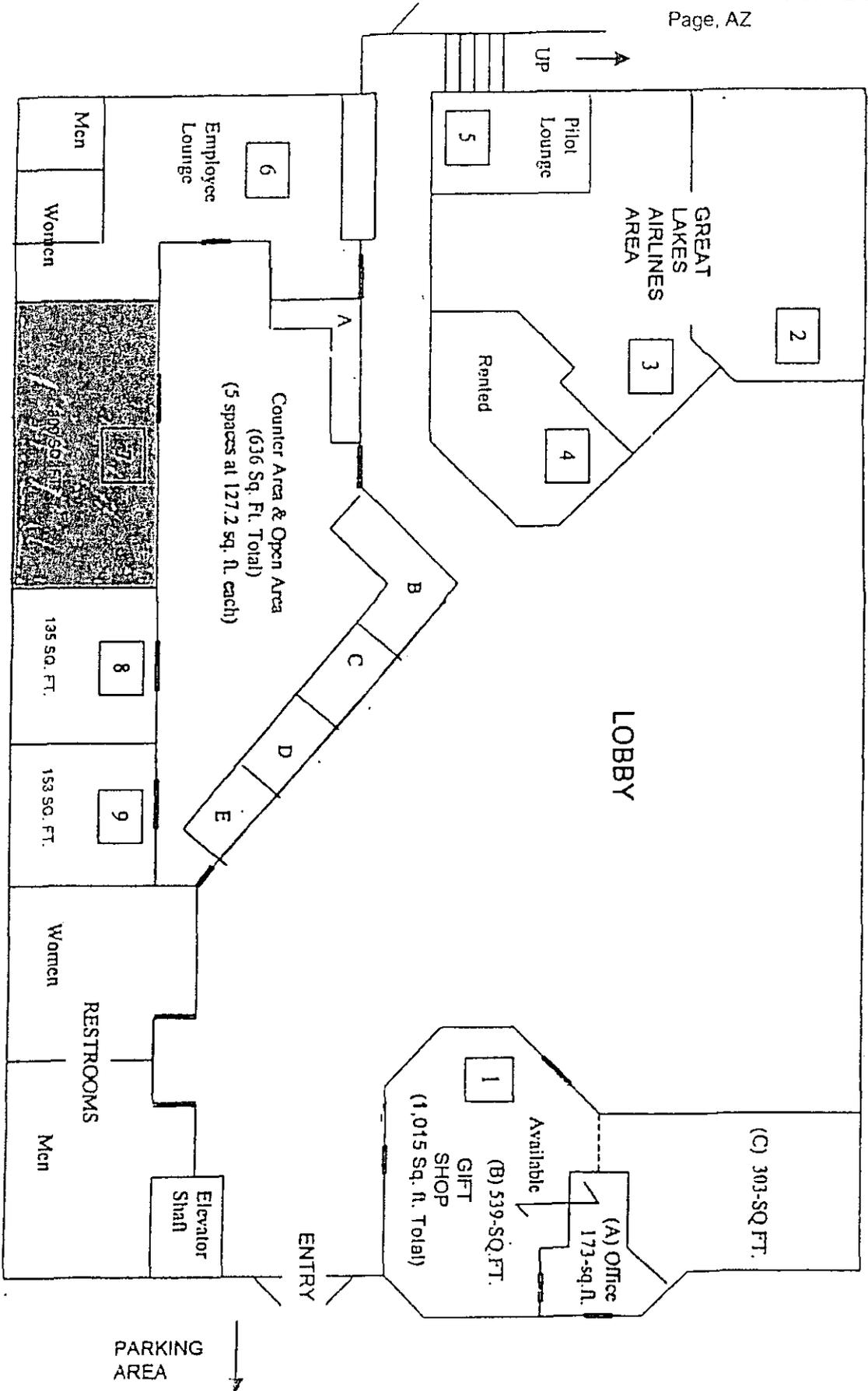
J&C	\$ 642.10
Helping Hands	<u>\$ 301.97</u>
Total:	\$ 944.07

Utilities Hangar (annual)

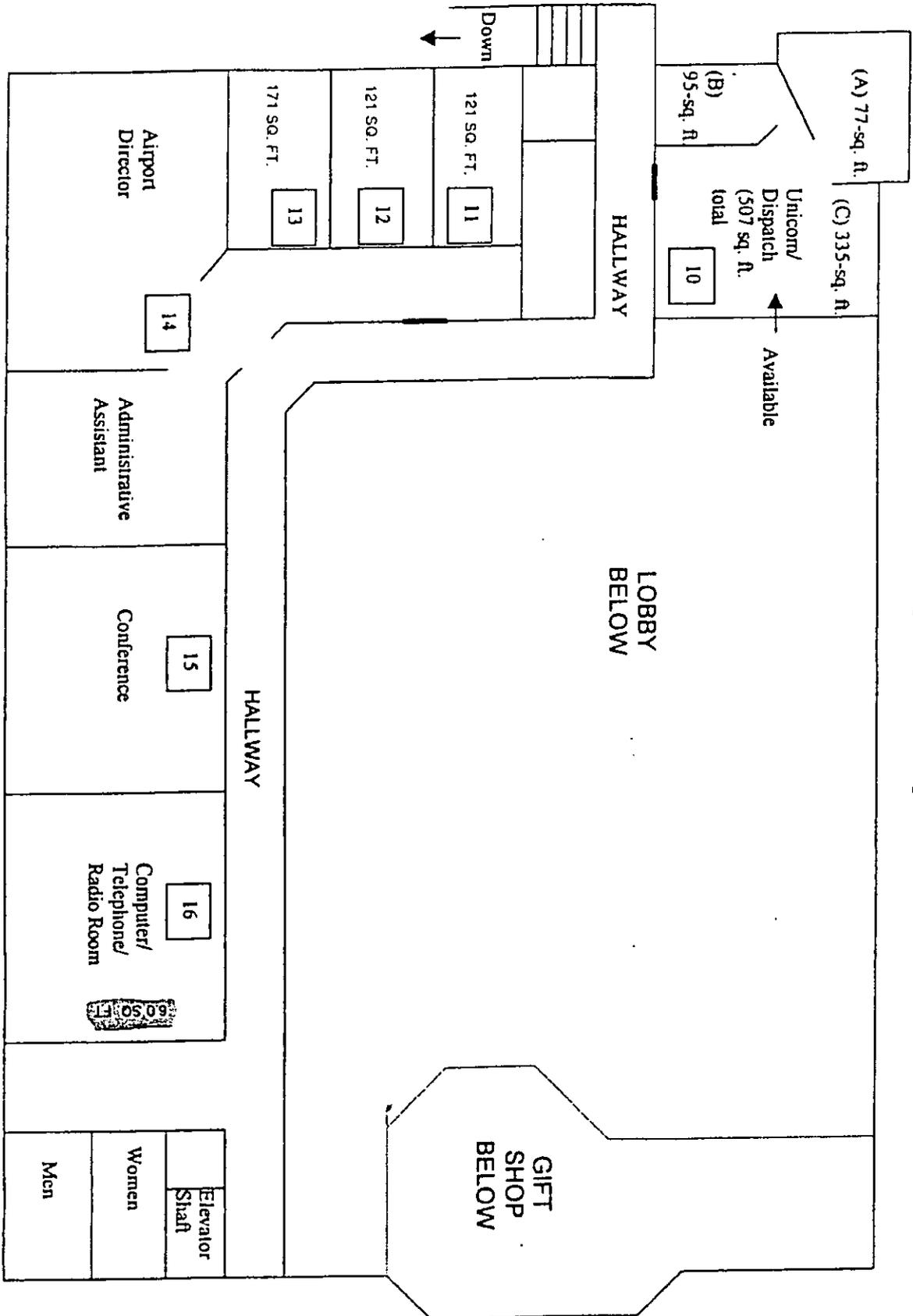
Water	\$.00
Electric	\$ 105.30
Gas	<u>\$ 149.09</u>
Total:	\$ 254.39

Monthly Rent:	\$ 1,533.90
Monthly Terminal Utilities:	\$ 190.74
Monthly Custodial:	\$ 78.67
Monthly Hangar Utilities	\$ 21.19
Monthly Tax:	\$ 50.61
Monthly Total:	\$ 1,875.11

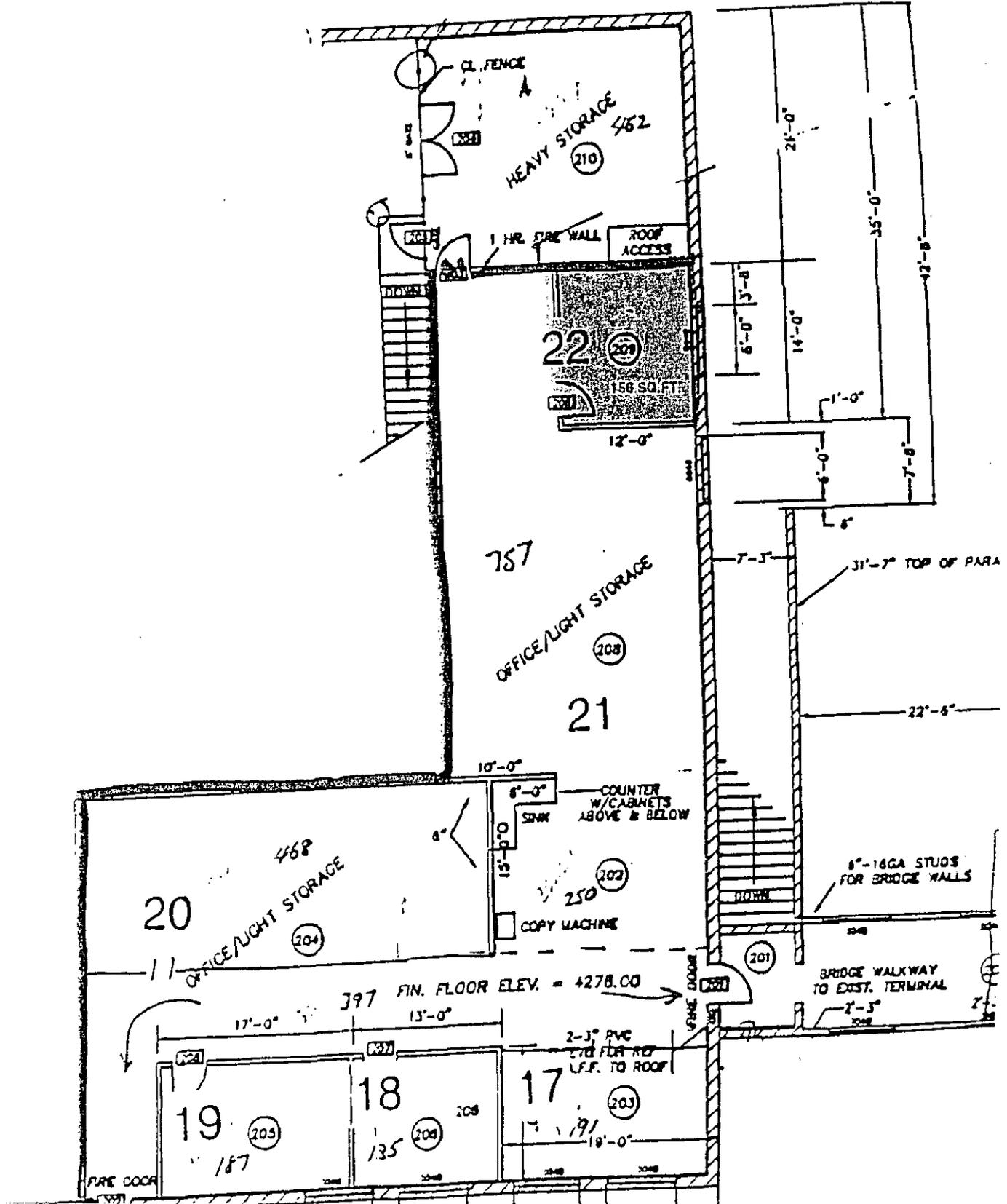
PAGE AIRPORT TERMINAL [1ST FLOOR]



PAGE AIRPORT TERMINAL [2ND FLOOR]



FLOOR 2 MAINTENANCE HANGAR



Request for City Council Action

Title:	Fireworks Display Contract		
Meeting Date:	4-13-16	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action: Motion	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Manager	Supporting Documents:	Contract
Prepared By:	Lona Shugart	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager <i>gjs</i>
Proposed Action:	Approve Fireworks Display Contract		

BACKGROUND: Fireworks Productions of Arizona has submitted a proposal for the 2016 4th of July display. Fireworks Productions of Arizona will supply the Fireworks, Tax, Equipment, Transportation, FAA Notification, Lead Pyrotechnician and Crew, General Liability Insurance, Automobile Insurance and Workman's Compensation Insurance.

BUDGET IMPACT: \$14,000 from Line Item 42.486.9901 from FY 2016-2017 Budget

SUGGESTED MOTION:

- I move to approve the Fireworks Display Contract with Fireworks Productions of Arizona and authorize the City Manager to execute the Contract in the amount of \$14,000.00.

Fireworks Productions of Arizona
17034 S. 54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430

FIREWORKS DISPLAY CONTRACT

This fireworks display contract is between FPA, Ltd. an Arizona corporation DBA Fireworks Productions of Arizona ('FPA'), and City of Page.

FPA is in the business of selling and displaying fireworks, and City of Page wants FPA to provide a fireworks display for City of Page's benefit. The parties therefore agree as follows:

1. **The Display.** FPA will provide and exhibit fireworks for a display on **Monday, 7/4/2016**. The display will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of Page will pay FPA the sum of **\$14,000.00** (the 'Contract Price') as consideration for the fireworks display. Payment will be made as follows:
 - a. **Purchase Order for full amount of the Contract Price upon the signing of this contract due on or before May 15, 2016;**
 - b. 100% of the Contract Price within twenty days after the completion of the Fireworks Display.

City of Page agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that City of Page fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, City of Page will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.
3. **Permits.** FPA will advise City of Page of the applicable state and federal permits that must be secured in connection specifically to the fireworks display. FPA will apply for and secure, at City of Page's cost (not included in contract price as stated in paragraph two), the permits, licenses, and approvals required by local, state, or federal laws and regulations as well as those possibly imposed or required by local police or fire departments specific to the fireworks display. City of Page will be responsible for any fire department stand by fees incurred for the fireworks display. If the jurisdiction requires an additional Special Events permit, the securing of and payment for, will be the responsibility of City of Page. If a jurisdiction changes the cost of the permit fee or requires additional fees after the signing of the Display Contract, City of Page will bear the responsibility of the additional costs. If a jurisdiction denies a permit, for any reason, FPA will be released from the terms of this contract and the deposit, minus "Actual Expenses" incurred, will be refunded or credited to City of Page.
4. **Insurance.** FPA shall secure and maintain, at all times during the term of this contract a policy or policies of insurance known as: (1) Commercial General Liability in the amount

of \$10,000,000. (2) Business Automobile Liability in the amount of \$10,000,000. (3) Worker's Compensation (Industrial Insurance) in the amount of \$9,500,000. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

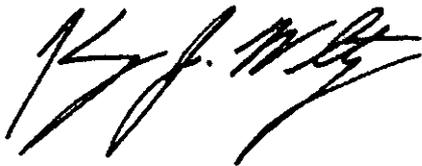
5. **Display Site.** City of Page will procure and furnish a place suitable to FPA for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.
6. **Security.** City of Page will furnish all necessary materials for and will set up restraining lines pursuant to instructions supplied by FPA and in compliance with most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. City of Page will hire and provide, at its own cost and expense, adequate private or public security personnel to ensure that no vehicles are parked within the Display Site and that no individuals, other than those specifically authorized by FPA, enter the Display Site. The security personnel will remain on the perimeter of the Display Site and will not enter the Display Site before, during, or immediately following the fireworks display.
7. **Cleanup of Display Area.** Following the display, FPA will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded fireworks, removal of frames and lumber. Any additional clean-up required by the venue will be the responsibility of City of Page.
8. **Weather or Safety Cancellation.** FPA or the Authority Having Jurisdiction (AHJ) may determine that the time or length of the display of fireworks may need adjustment based on wind/weather/safety conditions. If FPA or the Authority Having Jurisdiction (AHJ) determines that display of fireworks on the date and at the time set forth in paragraph one (the 'Original Date') would be impossible or impractical because of inclement weather or safety concerns, the display will be canceled. City of Page will pay FPA, its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.
9. **Cancellation.** The parties acknowledge that, if City of Page cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of Page does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
 - b. If cancellation occurs no more than 30 days and no less than 1 days before the Original Date, an amount equal to 50% of the Contract Price;
 - c. On or after the Original Date, an amount equal to 100% of the Contract Price.
10. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
11. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both

parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph eight) each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.

12. **Indemnifications and Liability.** Each party will hold harmless and indemnify the other from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of the indemnifying party to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. Neither party shall, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special or punitive damages from the other party, including, without limitation, loss of income or profits.
13. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.

City of Page



(Authorized Signature)

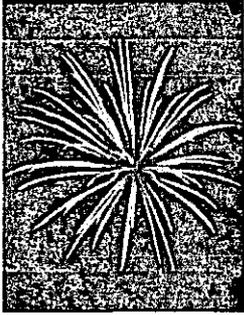
(Authorized Signature)

Title: President

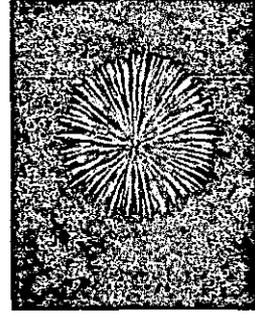
Date: March 3, 2016

Title: _____

Date: _____



CITY OF PAGE
Monday, July 4, 2016



Total Aerial Effects 1773
538 Aerial Shells 1235 Basin Effects

Opening:

Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.

7 - 3" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells and basin effects.

Your Aerial Display will contain a total of 430 Aerial shells and 1235 Basin effects.

- 1 ½" - 1 10 x 10 FPA Fan Assorted "B"
- 1 ½" - 1 15 x 9 Fan Gold & Silver Coconut Tree
- 1 ½" - 2 150 Shot Titanium Salute Basins
- 1 ½" - 2 15 x 10 - 3 times, 5 times Color Crossettes (LDA 222)
- 1 ½" - 1 300 Shot Fan Red & Green Crossettes (40 sec.)
- 1 ½" - 1 10 x 10 "Z" Assorted

3" - **120** Chinese Fancy's & Specials

4" - **140** Chinese Fancy's & Specials

36 Designer Specials

5" - **54** Chinese Fancy's & Specials

18 Designer Pattern Specials

6" - **45** Chinese Fancy's & Specials

9 Designer Pattern Specials

8" - **8** Chinese Fancy's & Specials

Includes:

10 – Electric Igniters

5 – Bundles of Match

10 – Flares

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward.

Your Grande Finale consists of 101 aerial shells:

Grande Finale: 35 – 3" shells, 36 – 4" shells, 4 – 5" shells, 3 – 6" shells & 2 – 8" shells.

Followed by: 21 – 3" Titanium Salutes



Request for City Council Action

Title:	Retain Interim Public Management to recruit an interim IT Director.		
Meeting Date:	April 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	IPM Professional Services Contract; IPM Associate Martel Resume'; Letters of Reference: Stacey Lemos - Finance Director, Town of Oro Valley AZ; Gregory Rose - City Manager, City of Maricopa AZ; Peg Chappados - Council Member, City of Maricopa AZ
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to authorize the City Manager to Retain Interim Public Management to provide an interim IT Director.		

BACKGROUND: IT Director, Mike Bergner retired from the City on March 4, 2016. Since Mr. Bergner announced his retirement, the position has been open. Unfortunately, we have not had any qualified candidates apply for the position. Currently, the City's IT support is down to a single technician. I have contacted Tim Pickering, founder of Interim Public Management, who provides tenured local government professionals who are ready to serve for as long as we need (commonly 6 to 9 months).

In consideration of the protracted length of time it will take to recruit and fill this professional position, I believe prompt and immediate action is necessary. To that end I am seeking City Council support to contract with Interim Public Management, LLC (IPM) of Arizona to provide an Interim IT Director.

IPM proposed and I have interviewed IPM Associate Gene Martel. Mr. Martel is willing to serve as Interim IT Director until we can find a permanent IT Director. Mr. Martel would manage the day-to-day operations of the IT Department. He will also assess our technology needs, make recommendations, and with the approval of the City Manager and Council, implement the requisite changes. We will still need to find network or server administration but Mr. Martel will work with the City in sourcing the resources if required.

Mr. Martel brings nearly 40 years of IT experience including 31 years in Government IT. Most recently Mr. Martel served in the interim capacity as Chief Information Officer with the City of Maricopa and just prior to that engagement served in the interim capacity as IT Director for the Town of Oro Valley. Prior to his affiliation with IPM, Mr. Martel held executive, management and technical positions with the states of Arizona and Washington.

Mr. Martel's engagements with the Town of Oro Valley and the City of Maricopa brought about the desired outcomes as is evidenced by the attached Letters of Reference submitted by those municipalities. The City of Page's situation is not unlike that which occurred in Oro Valley and Maricopa. It is for this reason we believe this particular individual will most effectively meet our needs during this time of transition.

This request is exempt from competitive procurement because it constitutes both an emergency and professional services purchase as allowed for under Page City Code (PCC) 3-4-6 and PCC 3-4-8 respectively.

BUDGET IMPACT: \$2,695 per week, plus expenses as outlined in the attached professional services agreement.

STAFF RECOMMENDATION: Motion to authorize the City Manager to contract with Interim Public Management for an Interim IT Director.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into between the City of Page, a municipal corporation of the State of Arizona ("Client") acting through its City Council and City Manager (the "Manager"), and Interim Public Management, LLC, an Arizona limited liability company ("IPM").

RECITALS

WHEREAS, the Code and Ordinances of Client, Client policies and/or Client's Council empower the Manager to enter into contracts on behalf of Client for professional services; and

WHEREAS, Client is in need of professional management-level services, at this time and possibly in the future; and

WHEREAS, Client desires to enter into this Agreement for IPM to provide professional services to Client upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the Manager from time to time (the "Services"); and

WHEREAS, IPM desires to provide the Services upon the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Details of Services. For each engagement hereunder, a description of the Services to be provided, the expected start date, fees and expenses, and other details regarding the Services shall be set forth in a Schedule to this Agreement signed by the Manager and IPM. The City Council hereby fully authorizes and empowers the City Manager to enter into Schedules to this Agreement, as long as expenditures for Services described in the Schedules do not exceed Council-adopted budgeted amounts for the applicable department. The individuals to be provided by IPM to perform the Services shall be referred to herein as each a "Consultant" and collectively the "Consultants." In addition, the Consultants, other IPM representatives and the Chief Executive Officer of IPM (the "CEO") will be reasonably available by telephone and email to Client for additional workdays and/or hours, subject to appropriate additional charges based on the fee structure set forth in the applicable Schedule, if such additional work and charges have been preapproved in writing (email acceptable) by the Manager.

2. Selection of Consultants. IPM and Client will agree from time to time to certain Consultant(s) to provide Services to Client, and each such engagement will become effective upon the Effective Date of the applicable Schedule to this Agreement. IPM and Client agree each such Consultant has been selected to perform the Services after mutual consultation and is a suitable individual with sufficient education and prior experience to provide the designated Services to Client. IPM may replace a Consultant if such Consultant becomes unavailable to IPM for any reason, provided that any replacement must first be interviewed by the Manager and is acceptable to the Manager. In each such event, IPM will endeavor to provide a reasonably sufficient replacement Consultant within two weeks, and this Agreement and the applicable Schedule shall then apply with respect to that replacement Consultant. IPM may use secondary vendors to fulfill any or all of its obligations hereunder without securing Client's consent.

3. Term. This Agreement shall commence upon its execution by both parties hereto (the "Effective Date") and shall continue until terminated by either party, with or without cause, by providing the other party 30 days' prior written notice of termination. Each Schedule shall set forth the terms under which it may be terminated. Any termination of this Agreement shall not automatically terminate any then-effective Schedule(s), each of which must be terminated pursuant to its specific terms and conditions.

4. Fees, Invoicing and Payment.

4.1. In consideration of the Services to be rendered by IPM, Client shall pay to IPM all fees and expenses arising hereunder and arising pursuant to the terms of each active Schedule.

4.2. In addition, if at any time during the term of this Agreement or the applicable Schedule or within one (1) year thereafter Client hires, contracts with or engages in any way, directly or indirectly, any Consultant that has been provided by IPM to provide Services to Client under this Agreement or any Schedule hereto to perform any services for or for the benefit of Client (other than through IPM), Client hereby agrees to pay IPM an Engagement Fee equal to 20.08% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Consultant, payable to IPM at the time of such engagement of the Consultant's services.

4.3. Client agrees to timely review and approve reports of time worked by IPM employees, if submitted to Client. If Client is unavailable to approve, IPM may approve such reports on Client's behalf. Reports of time worked approved as set forth herein will be conclusive as to the Services provided by each IPM Consultant assigned to Client.

4.4. IPM will invoice Client semi-monthly for all amounts arising hereunder, which invoices are payable by Client on net 15-day payment terms. Late payments will be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. In addition to charging interest, IPM reserves the

right to suspend performance of the Services while any amount due hereunder is past due and remains unpaid.

5. Independent Contractor Status; Obligations and Duties of Parties. With respect to the services provided by IPM hereunder, IPM shall be an independent contractor, and no Consultant shall be construed in any way to be an employee of Client.

5.1. As the employer, IPM will maintain all necessary personnel and payroll records for its employees; calculate their wages and withhold taxes; remit such taxes to the appropriate governmental entity; pay net wages and benefits, if any, to its employees; and provide workers' compensation insurance coverage as required by law.

5.2. IPM shall be responsible for providing proper compensation to the Consultants and all other IPM representatives per IPM's agreed terms therewith, and no employee or contractor of IPM shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from Client, whether or not Client affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable Client shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; Client agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any Consultant.

5.3. Subject to paragraph 2, IPM shall have the sole authority to assign and/or remove the Consultants. Notwithstanding the foregoing, Client may request in writing that IPM remove or reassign a Consultant, and IPM shall not unreasonably withhold its approval of any such request.

5.4. Client shall provide IPM's employees with a suitable workplace, if and as applicable, that complies with all applicable safety and health requirements; and adequate instructions, assistance, supervision and time to perform the Services. Where an IPM employee is given access to any of Client's computer equipment or systems, Client is responsible for maintaining a current backup copy of any data associated with those systems and appropriate written internal control procedures relating thereto. Client agrees to give IPM immediate written notice of any concern or complaint regarding a Contractor's performance or conduct. Client agrees that it shall report all on-the-job illnesses, accidents and injuries of any Contractor to IPM immediately upon Client's receipt of notice or knowledge of same.

6. Compliance with Law. IPM agrees to comply, and to ensure that the Consultants and all other IPM representatives comply, with the provisions of Federal law, State statutes, Client's Code and any and all other applicable laws. Client agrees to comply with its obligations under all applicable laws, regulations and orders, including but not limited to laws relating to workplace safety and employment discrimination. Client represents that its actions

under this Agreement do not violate its obligations under any agreement it has with any labor union.

7. Indemnification.

7.1. IPM agrees to indemnify, defend and hold harmless Client, to the extent of the insurance limits set forth in Section 10, from and against all claims, liabilities, damages, attorneys' fees, costs and expenses ("Losses") arising out of IPM's breach of its obligations under this Agreement or IPM's failure to comply with its obligations under applicable laws, regulations or orders, or any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by any IPM employees or, in the event of death, by their personal representatives. IPM's obligation to indemnify, defend and hold harmless will not apply to: indirect, special or consequential Losses; the extent Losses are due to Client's failure to fulfill its duties under this Agreement or any applicable law; the extent any Losses, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Client, its employees or agents; or the extent Client is required to indemnify IPM against such Damages as set forth in this Agreement.

7.2. To the extent of the Client's insurance limits, Client agrees to indemnify, defend and hold harmless IPM and its officers, directors, employees and agents from and against all Losses imposed upon or incurred by IPM, other than for job-related bodily injury or death of IPM's employees on assignment to Client, arising out of Client's breach of its obligations under this Agreement or Client's failure to comply with its obligations under applicable laws, regulations or orders. Client's obligation to indemnify, defend and hold harmless will not apply to: indirect, special or consequential Losses, or the extent any Losses are the result of any negligent act or omission or intentional misconduct of Client, its employees or agents.

7.3. IPM and all IPM Consultants and representatives shall be entitled to the defense and indemnification provisions of Client's Code and any other indemnification protections available by statute.

7.4. The party that is seeking indemnity from the other party pursuant to this Section 7 shall give the indemnifying party prompt notice of any such claim, allow the indemnifying party to control the defense and settlement thereof, and cooperate with the indemnifying party relating thereto. If the indemnifying party does not assume control of the defense, the indemnified party may do so at the expense of the indemnifying party. Failure or delay of notice of any claim hereunder shall not relieve an indemnifying party of its obligations with respect to such claim except to the extent such indemnifying party can demonstrate that its interests have been materially prejudiced by such failure or delay.

7.5. The provisions of this Section 7 shall survive the termination of this Agreement and the expiration or termination of any Schedule hereto.

8. Bonding. Client shall provide all required bonding, if any, relating to the performance of Services as set forth herein.

9. Performance Warranty. IPM warrants that the Services rendered by the Consultants will conform to the requirements of this Agreement and to the prevailing professional standards for comparable services in the Phoenix metropolitan area. In the event of breach of the foregoing warranty, IPM will re-perform the deficient Services and correct the breach at no additional cost. Except for the warranties described herein, IPM disclaims all other warranties concerning the Services, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose and any warranty that might otherwise arise pursuant to applicable law. Client's remedies and IPM's liability under this Agreement are limited to the remedies and liabilities set forth in this Section 9.

10. Insurance.

10.1. IPM agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages or sufficient evidence of qualified self-insured status of same:

10.1.1. Commercial General or Business Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate.

10.1.2. Professional Liability coverage with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

10.2. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by IPM pursuant this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Client reserves the right to continue payment of the premium for which reimbursement will be deducted from amounts due or subsequently due IPM.

10.3. A Certificate of Insurance shall be completed by IPM's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to Client. The Certificate of Insurance shall be sent or emailed to the Manager.

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the County in the State of Arizona in which Client is located.

12. Miscellaneous.

12.1. Amendments. Except as may be otherwise stated herein, this Agreement or any Schedule hereto may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Client and IPM.

12.2. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

12.3. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives and assigns.

12.4. Entire Agreement; Interpretation; Parol Evidence. This Agreement and the Schedules hereto collectively represent the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written are hereby revoked and superseded thereby. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.5. Waiver. The failure by one party hereto to require performance by the other party shall not be deemed to constitute a waiver of any such breach, nor of any subsequent breach by the other party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either party's rights in connection with any subsequent action. This Agreement or any provision hereof may be waived by a party hereto only via a writing signed by such party.

12.6. Force Majeure. IPM will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of nature or of God, or any other causes beyond the control of IPM.

12.7. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or any Schedule hereto. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for

mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. Each party shall pay its own attorneys' fees and costs. If the dispute has not been resolved, the matter may then be submitted by either party to the judicial system.

12.8. Attorneys' Fees and Costs. Should any legal action, including mediation or other alternative dispute resolution methods, be necessary to enforce any term of provision of this Agreement or to collect any portion of the amount payable hereunder, then all reasonably incurred expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

12.9. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Client: Crystal Dyches, City Manager
City of Page
697 Vista Avenue
Page, AZ 86040
Email: cdyches@cityofpage.org

If to IPM: Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Attn: Timothy G. Pickering, CEO
Email: tim@interimpubliemangement.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received the earlier of (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.10. Confidentiality of Records. IPM shall establish and maintain commercially reasonable procedures and controls for the purpose of ensuring information contained in its records or obtained from Client or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees,

except as required to perform IPM's duties under this Agreement or for the management of IPM's business. Persons requesting such information should be referred to Client.

12.11. Americans With Disabilities Act. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: IPM shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. IPM shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

12.12. Compliance With Federal and State Laws. IPM understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

12.12.1. Under the provisions of A.R.S. § 41-4401, IPM hereby warrants to Client that IPM and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

12.12.2. Client retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. IPM agrees to assist Client in regard to any such inspections.

12.12.3. Client may, at its sole discretion, conduct random verification of the employment records of IPM and any subcontractors to ensure compliance with Contractor's Immigration Warranty. IPM agrees to assist Client in regard to any random verifications performed.

12.12.4. Neither IPM nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if IPM or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

12.12.5. The provisions of this article must be included in any contract that IPM enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

12.13. No Kick-back Certification. No person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that member of Client's Council or any employee of Client has an interest, financially or otherwise, in IPM's firm.

12.14. Conflict of Interest. From the date of this Agreement through the termination of its service to Client, IPM shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the Manager. Whether such approval is granted shall be in the sole discretion of the Manager. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

12.15. Non-Appropriation. Notwithstanding any other provision of this Agreement, this Agreement may be immediately terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the Client or other public entity obligations under this Agreement. In the event that Client exercises this option, the Client shall have no further obligation to IPM, other than to pay for services rendered prior to termination.

12.16. Assignment. IPM shall not assign its rights or responsibilities pursuant to this Agreement, in whole or in part, without prior written approval of the Client.

IN WITNESS WHEREOF the parties have executed this Agreement, effective on the Effective Date described above.

Client: City of Page, Arizona

By: Crystal Dyches, City Manager

Date

ATTEST:

Kim Larson, City Clerk

Agreed to and accepted by Interim Public Management, LLC:

By: _____
Tim Pickering, CEO

Date

**SCHEDULE A
TO
PROFESSIONAL SERVICES AGREEMENT**

Effective Date of Schedule: April 13, 2016

Client: City of Page, Arizona

Services: Interim IT Director

Expected Commencement Date for Engagement: April 18, 2016

Expected Services Performance: 4/10 days per week, typically Monday through Thursday, on and off-site

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provides Services per the Expected Services Performance Schedule to the Client: \$2,695 per week, per Consultant or other IPM resource
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Client shall reimburse IPM for the following expenses: actual cost for business-related lodging, and mileage to and from Client's place of business at standard IRS rates, supplies, copies, postage, and other customarily reimbursed expenses reasonably related to the performance of the Services; and pay an administrative charge of 15% on all reimbursed expenses.

The Services Fees set forth above shall increase by five percent on January 1, 2017 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Consultant work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: City of Page, Arizona

By: Crystal Dyches, City Manager Date

ATTEST:

Kim Larson, City Clerk

Agreed to and accepted by Interim Public Management, LLC:

By: _____
Tim Pickering, CEO Date

Gene Martel
IPM Associate
For Interview Contact Tim Pickering
@ Interim Public Management 480.577.0949
Tim@InterimPublicManagement.com

Summary:

Nearly 40 years of Information Technology and management experience in both the private and public sectors - with the majority of that experience coming from the deployment and oversight of government technology solutions, programs and services.

A seasoned professional capable of satisfying an organization's objectives in any relevant consultative, executive, management, business operations or technical role for which my background and experience is applicable. I am committed to the process of making organizations work more effectively and efficiently through the use of "smart technologies" and sound business management practices.

Professional Experience:

City of Maricopa, Arizona	December 2013 to September 2014
<p>Interim Chief Information Officer As an associate with Interim Public Management (IPM), served as the City of Maricopa's Interim Chief Information Officer (CIO). The purpose of the engagement was to assist the City in restructuring its Information Technology (IT) department and to participate in the selection of a permanent CIO. The directives were to stabilize the infrastructure, reorganize staff, and begin implementation of recommendations outlined in an IT audit conducted earlier in 2013.</p> <p>With full authority and accountability, this director level role had full participation on the City's Executive Management team. The duties and achievements of the role were as follows:</p> <ul style="list-style-type: none">• Management of the City's IT staff, resources, services and assets;• Management of the City's IT budget, expenditures and reconciliations;• Assisting City Council members in the selection and utilization of various technology resources;• Presentations before the City Council for the annual budget, as well as obtaining funding for critical infrastructure upgrades;• Department reorganization and hiring of technical staff;• Assisting the City in the recruitment, selection and transition of a new permanent CIO;• Oversight of the telecommunications build-out and workstation deployment for the City's new \$20 million recreational facility;• Oversight of the relocation of the city's core network to its new city hall location;• Oversight of the implementation of various public safety technology services and initiatives to support the fire and police departments;• Participated in the RFP development for, and evaluation of a new electronic permitting and plan review system;• Establishment of an Information Technology Steering Committee to identify and prioritize the City's major IT initiatives;• Consolidation/elimination and realignment of all network circuits provided by telecommunications carriers;	

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Tim@InterimPublicManagement.com

Town of Oro Valley, Arizona	May 2013 to September 2013
Interim Director of Technology As an associate with IPM, I served as the Town's Interim Director of Technology. The purpose of the assignment was to assist the Town in the transition of its Information Technology (IT) department. With full authority and accountability, the role assumed all duties and responsibilities of the permanent IT Director - including full participation on the Town's Executive Leadership Team. The role encompassed the usual and customary duties of an IT Director for a municipality. This included, but was not limited to: <ul style="list-style-type: none">• Management and oversight of the Town's IT staff, IT resources, IT services and assets;• Management and oversight of the Town's IT budget, expenditures and reconciliations;• Providing extensive reporting, research, analysis and policy guidance to the Town Management and Town Council in support of the Town's objectives;• Assisting Town Council members in the selection and utilization of various technology resources;• Assisting the Town in the recruitment, selection and transition of the new permanent IT Director;• Development and delivery of a Strategic Recommendations document identifying key areas of focus in support of the continued transition.	

State of Arizona - Arizona Registrar of Contractors (ROC), Phoenix Arizona	June 2006 to January 2012
Assistant Director - Technology As a member of the agency's Executive Management Team, directed approximately 11 in-house staff as well as provided oversight and direction to several vendors that provided supplemental technology services to the agency. My division provided all computing and technology services used by the agency. This included computing and application development services, telephony, call center operations, desktop support, LAN services, telecommunications services and customer support. During the period from August 2009 through October of 2010 in addition to the oversight role of the Technology division, I provided oversight for the agency's Licensing and Compliance divisions - overseeing approximately 80 total staff.	

State of Arizona - Government Information Technology Agency (GITA), Phoenix Arizona	October 2000 to June 2006
State Web Portal Manager and Digital Government Services Manager Directly responsible for the implementation of Arizona's first web portal, and the many infrastructure services necessary to support Arizona's e-government initiatives. Under the portal initiative I provided strategic direction as well as critical oversight and coordination for the implementation of several high profile agency applications and e-government services. This included such services as the centralized credit card processing system and the Common Licensing System (CLS) for Arizona's regulatory agencies.	

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Specific Work Experience (Continued):

State of Washington Department of Information Services (DIS), Olympia WA	June 1998 to September 2000
Customer Services Manager for Digital Government Strategies This role had the following responsibilities: <ul style="list-style-type: none">• @ccess Washington (Internet Portal) Operations Manager;• Inside Washington (Intranet Portal) Operations Manager;• Electronic Payments Project Manager;• Project Manager for various web development efforts that relate to Digital Government;• Marketing of Digital Government Services (performing presentations at seminars and various Special Interest Groups (SIG) forums).	

State of Washington Department of Information Services (DIS), Olympia WA	January 1996 to June 1998
Washington Information Network Kiosk System Administrator Managed the technical operations, implementation, relocations and application integration of a network of 48 kiosks strategically placed around the state of Washington. These kiosks provided government information and services to citizens from such locations as malls, shopping centers, grocery stores, and transit terminals. Such services included the sale of hunting and fishing licenses, job searches, transit information, voter registrations and health and education information.	

State of Washington Department of Information Services (DIS), Olympia WA	October 1986 to December 1995
Computer Information Systems Specialist This role had the following responsibilities: <ul style="list-style-type: none">• Installed and maintained operating system software for Unisys 1100/2200 platforms;• Worked with customer agencies on the integration of mainframe systems with client server based systems;• Developed various applications in support of internal data center operations.	

Gene Martel
IPM Associate
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Tim@InterimPublicManagement.com

Summary of Strengths and Professional Skills:

Systems Design and Implementation:

- Systems Design and Engineering;
- Applications Development;
- Systems Integration;
- Operations and Support;
- Experience in the implementation, support and utilization of various information technologies from legacy systems, to electronic kiosks, to client server and web-based systems;
- Extensive knowledge and experience in Microsoft products and services;
- General knowledge of state of the art application development tools and networking strategies.

Government Operations:

- Knowledge of and experience with the legislative process;
- Experience in preparing and delivering legislative testimony;
- Experience in legislative bill analysis and bill development;
- Development of Statewide IT Policy, Procedures and Standards;
- 33 years of public sector experience (State of Louisiana, Washington and Arizona).

Project Management:

- Organization and Strategic Planning;
- Policy and Procedure Development;
- Research and Analysis;
- Project Planning, Management and Administration;
- Risk Management;
- Development of Business, Functional and Technical Requirements;
- Business Process Analysis.

Fiscal Management:

- Proposal Development;
- Contracts Management;
- Fiscal Planning & Budgeting;
- Financial Markets Analysis.

Personnel and Organizational Management:

- Organization Development;
- Knowledge of FLSA Requirements;
- Staff Development;
- Conflict Management and Resolution;
- Problem/Opportunity Analysis.

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Tim@InterimPublicManagement.com

Education:

1975 - 1980:

Pursued studies in Computer Science and Engineering at the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana). Resigned from the program after satisfying sufficient requirements for the Associates Degree and receiving all but 12 credit hours towards satisfying the Bachelor of Science Degree.

1980 - Present:

- **Unisys Corporation** - Technical training in support of Unisys mainframe systems;
- **IBM Corporation** - Technical training in support of IBM kiosk systems;
- **Advance Research Corporation** - Technical training in network fundamentals;
- **State of Washington** - Various management and career development training;
- **State of Arizona** - Various management and career development training.

Personal Interests & Notables:

- Woodworking, Automotive and Small Engine Repair, Computing, Electronic and Electrical projects, Home Improvement and Repair, Freshwater Fishing, Golf, and Photography.
- Supporting local, national and international charities and organizations. This includes bookkeeping for various religious and other charitable organizations.
- Financial markets analysis and investing;

Residency:

- Resides in Phoenix Arizona metropolitan area since November of 2000.



Finance Department

September 27, 2013

To Whom It May Concern:

I have had the very good fortune to work with Gene Martel in his role as Interim Information Technology (IT) Director for the Town of Oro Valley from May 21, 2013 through September 27, 2013.

When our former IT Director left our organization, Mr. Martel was chosen to lead our IT Department during the interim period while the Town conducted a formal recruitment for a replacement IT Director. The Town benefitted immensely from his years of multi-faceted experience in the government technology field. He has tremendous leadership qualities and served as a knowledgeable resource to both the IT team of employees and the Executive Leadership Team of the Town.

In his role as Interim IT Director, he evaluated the overall status of our IT Department, from the type of technology we were using to the allocation of personnel resources within the department. He solicited valuable feedback from the IT employees in the preparation of a strengths, weaknesses, opportunities and threats (SWOT) analysis that proved very valuable to me as a resource to guide important changes for the future of our IT Department. Not only did Mr. Martel provide a much needed leadership presence to our IT organization, he also provided hands-on assistance with resolving help desk requests during his tenure with the Town.

Mr. Martel's keen attention to detail, initiative and work ethic were highly valued characteristics in his position with the Town. He is probably one of the most organized individuals I have ever met, and his customer service and multi-tasking skills are second to none. During his tenure, Mr. Martel often worked after hours, early mornings and on weekends to complete assignments that were on deadline and assist the IT staff with system issues that arose. In addition, he played a key role in our successful search for a new IT Director by helping us screen the applications and serving on the interview panel.

It is with the highest admiration that I provide this recommendation and am confident that Mr. Martel will exceed any expectations placed upon him wherever he may choose to serve.

Sincerely,

Stacey Lemos, CPA
Finance Director

Caring for our heritage, our community, our future.

www.orovalleyaz.gov

11000 N. La Cañada Drive • Oro Valley, Arizona 85737

phone: (520) 229-4700 • fax: (520) 297-0428

September 16, 2014

To Whom It May Concern:

I am pleased to write this letter on behalf of Mr. Gene Martel.

During my tenure as a City of Maricopa Councilmember, I had the pleasure of working with Mr. Martel when he was contracted as Interim Chief Information Officer for our Information Technology Department.

Mr. Martel's experience and expertise proved to be invaluable at a time when the information technology levels of service and dependability for our city were less than optimal. His ability to quickly assimilate with our Executive Team and staff resulted in expeditious and much-needed remedies to one of our most essential areas of operation.

Mr. Martel consistently exhibited patience, due diligence, and perseverance in identifying, prioritizing and resolving every issue he was tasked with or challenge he was presented. He seamlessly and cordially established positive and collaborative relationships with members of the IT staff as well as personnel from every department. This proved to be extremely vital in improving performance and reliability and facilitating solutions for our public safety departments.

Mr. Martel did an excellent job of communicating issues and alternatives to City Council while also exploring affordable options that accomplished goals without compromising quality or timeliness of internal and external customer service.

I would highly recommend Mr. Martel to any organization or entity looking for someone who goes above and beyond to identify, prioritize and resolve whatever technology issues exist. I would welcome the opportunity to work with him again.

Cordially,

Peggy J. Chapados

Peggy J. Chapados

Councilmember

City of Maricopa

September 8, 2014

To Whom it May Concern,

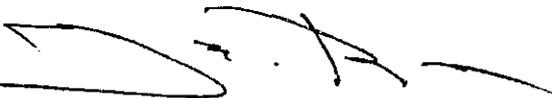
This letter is to recommend Gene Martel for any position he may apply for in government information technology administration. On December 2, 2013, Gene Martel was hired as Interim Chief Information Officer for the City of Maricopa. Gene was given three directives; stabilize the IT infrastructure and network, hire a permanent staff, and implement the recommendations of the City's recently completed IT audit. On first review of the department, Gene was faced with network capacity issues, a highly decentralized and tenuous public safety communications network, and the loss of the manager overseeing our three temporary IT employees.

Gene was unfazed! He evaluated the infrastructure needs and quickly brought forward solutions to consolidate the networks and replace key components. Gene rallied the remaining staff and quickly set out to bring on additional permanent staff. At the same time, Gene began meeting with other directors to evaluate their needs and provide them with a level of customer service they had never experienced. The list of Gene's accomplishment is too long to detail here, but I can say that Gene took on an IT department that was malfunctioning, and turned it around to an IT department that was efficient and effective, with a well trained staff.

Gene played an even larger role for the City of Maricopa than just IT. As Interim Director, Gene participated in our Council strategic planning sessions, our budget development process, and in the selection process for the City Manager. Gene is just as comfortable explaining a backup system to Council members or brainstorming IT solutions with directors, as he is with problem solving with his network administrator or negotiating with vendors.

Based on my experience, I find that Gene has a balance of IT knowledge and experience, as well as leadership ability, interpersonal relationship skills, and a sense of team that makes him a rare find. Gene is an articulate, insightful, and compassionate government professional whose only goal is to better the organization that he services.

Sincerely,



Gregory E. Rose
City Manager



Request for City Council Action

Title:	Extension of Revocable License for Land Use		
Meeting Date:	April 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Manager	Supporting Documents:	Extension of Revocable License for Land Use and Revocable License for Land Use dated April 14, 2011
Prepared By:	Kim Larson, City Clerk	Presented By:	City Manager Crystal Dyches
Reviewed By:	City Manager Crystal Dyches	Approved By:	
Proposed Action:	Approve Extension of Revocable License for Land Use		

BACKGROUND:

At the Regular City Council Meeting on April 14, 2011, City Council approved a Land Use Agreement whereas the licensee, Community Behavioral Health Services, (CBHS) agreed to construct an asphalt parking lot to be used by Community Behavioral Health Services (CBHS) and the Tennis Courts, with CBHS being responsible for improving/developing and maintaining the parking lot.

The Land Use Agreement was for five (5) years, expiring April 14, 2016. At this time CBHS is requesting to have the Land Use Agreement extended for another term of five (5) years.

BUDGET IMPACT: N/A

ATTACHMENTS:

- Revocable License for Land Use
- Extension of Revocable License for Land Use

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

SUGGESTED MOTION:

I move to approve and authorize the Mayor to sign the Extension of Revocable License for Land Use with Community Behavioral Health Services for a term of five (5) years.

EXTENSION OF REVOCABLE LICENSE FOR LAND USE

This Extension of Revocable License for Land Use (hereinafter the "Extension") is made and entered into this ____ day of April, 2016, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona, and Community Behavioral Health Services.

RECITALS

WHEREAS, the parties entered into a Revocable License for Land Use (hereinafter the "License") on or about the 14th day of April, 2011, which is incorporated herein by reference; and

WHEREAS, the License has an initial term of 5 years, expiring on April 14, 2016; and

WHEREAS, the License permits extension by written agreement of the parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual recitals, and the promises and covenants contained herein and in the License, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree to extend the License under the same terms and conditions of the License for a term of five (5) additional years, with an amended expiration date of April 14, 2021.

IN WITNESS WHEREOF, the parties hereto have entered into this Extension as of the day and year first hereinabove written.

CITY OF PAGE

**COMMUNITY BEHAVIORAL
HEALTH SERVICES**

BY: _____
ITS: _____

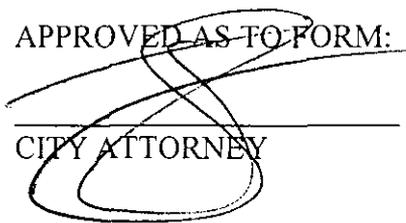
BY: _____
ITS: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



REVOCABLE LICENSE FOR LAND USE

THIS NON-EXCLUSIVE REVOCABLE LICENSE FOR LAND USE ("Agreement" or "License") is entered into by and between the City of Page, a municipal Corporation in the State of Arizona ("City" or "Licensor") and Community Behavioral Health Services an _____ corporation ("Licensee"). The City and Licensee are sometimes collectively referred to herein as the "Parties".

WHEREAS, Licensee intends to construct an addition to Licensee's current facilities; and

WHEREAS, said expansion of Licensee's facilities necessitates overflow parking; and

WHEREAS, City owns an adjacent parcel of unimproved real property currently utilized as parking for the City's tennis courts.

AGREEMENT

NOW THEREFORE, in consideration for the performance to be rendered by Licensee hereunder, the Parties mutually covenant and agree as follows:

- 1. GRANT.** The City hereby grants Licensee a non-exclusive revocable license for the term of five years from the Effective Date, without warranty, to allow entry by Licensee's invitees on the following described tract of land for the limited uses and purposes as described in Paragraph 3 hereof. The real property of the City that the Licensee's invitees are hereby permitted to enter and use is described in Exhibit 1, attached hereto. This Property is referenced hereinafter as the "Licensed Area."
- 2. EFFECTIVE DATE.** The effective date of this license is April 14, 2011.
- 3. PERMITTED USES.** During the term hereof invitees of the Licensee shall only use the Licensed Area for the purpose of parking non-commercial private vehicles.
- 4. TERM.** This License shall automatically expire at 11:59 p.m. on April 14, 2016. The License may be extended pursuant to written agreement by both parties.
- 5. LICENSE NON-EXCLUSIVE.** The permission granted herein is not exclusive to Licensee. The Licensed Area shall continue to be accessible and used by the City and City's invitees and/or guests.
- 6. WARRANTIES.** City makes no warranty, express or implied, has not assumed and shall not have any liability whatsoever, regarding the social, economic, or environmental aspects of the property, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the merchantability, profitability, or suitability of the property for any particular purpose and authorizes use of the property without any warranty for fitness of use. The Licensee represents that the Licensee has had a full opportunity to inspect the property and has determined that the property is

suitable for the intended use and accepts the property "as is" and "where is" with all faults.

Furthermore, Licensee stipulates and agrees that any expenditure of money made in reliance upon this Agreement was done at Licensee's own peril and with full and complete understanding that this Agreement is terminable by City.

7. CONSIDERATION. Licensee shall construct an asphalt parking lot consistent with the City's quality and quantity standards. The construction shall address any drainage issues associated with developing the Licensed Area. Licensee shall be solely responsible for improving/developing the Licensed Area to make it suitable for the intended use. Licensee shall submit plans for the development of the Licensed Area to the City for approval prior to construction.

Licensee shall be solely responsible and liable for design, construction, installation, and maintenance of all improvements. All improvements affixed to the Licensed Area shall become the property and sole liability of the City upon termination or expiration of this License.

The parking lot shall reserve ten percent (10%) of the parking spaces for use by invitees of the City (tennis court users). These parking spaces shall be identified by either marking or signage that they are reserved for tennis court users only.

8. NO CLAIM OF INTEREST OR ESTATE. Licensee acknowledges that this Agreement constitutes a revocable license, and being such does not create a lease nor any right to possession of the property. Licensee agrees that Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the real property by virtue of this License or the use of the Property.

9. PRIVILEGE NOT ASSIGNABLE. Licensee's privileges hereunder shall not be assignable by Licensee in whole or in part.

10. INDEMNIFICATION. Licensee shall indemnify, defend and hold harmless City, its officers, employees and agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity demanded by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Licensee's or licensee's invitees use of the Licensed Area under this Agreement. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the active negligence or intentional misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint negligence of Licensee and other persons, including an Indemnitee. Upon the occurrence of any Claim, Licensee shall defend (with attorneys acceptable to City) the Indemnitees. Licensee's duty to defend and indemnify shall survive the expiration or earlier termination of this Agreement.

11. INSURANCE. The Licensee shall purchase and maintain in effect during the term of this Agreement comprehensive general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Licensee's or Licensee's invitees activities under this Agreement or Licensee's or Licensee's invitees occupation and use of, or activities on the Licensed Area.

The policy(ies) as required shall be endorsed to name the City as additional Insured. Such insurance as is provided herein shall be primary and noncontributing with any other valid and collectible insurance available to the City. The policy(ies) shall contain a waiver of subrogation.

Proof of compliance with these insurance requirements shall be furnished to the City in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Agreement. Renewal or replacement certificates shall be furnished to the City not less than fourteen (14) days prior to the expiration or termination date of the applicable policy(ies).

12. DEFAULT AND TERMINATION.

- (a) The failure of Licensee to abide by all expressed or implied provisions of this Agreement shall constitute a default in Licensee's obligations hereunder. Whenever Licensee fails to comply with any of the provisions hereof, and fails, within thirty days after written notice of a default to cure said default the City may order suspension of all operations, activity, or use on the Licensed area until compliance is achieved, or the City may, at its sole discretion terminate this Agreement. In the event of termination, the License shall remain in effect for 150 calendar days from the termination date. The termination date shall be defined as 30 calendar days from the date on the written notice of default.
- (b) This Agreement is subject to cancellation for a conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this lease by reference.
- (c) Failure by the Parties hereto to not enforce any of the terms and conditions of this License Agreement, or the waiver of any breach of any of the terms and conditions of this License, shall not be construed as thereafter as waiving any other terms and conditions or any of the rights and remedies under the law, but they shall remain in full force and effect as if no forbearance or waiver had occurred.
- (d) No right or remedy herein conferred upon either party shall be exclusive. Every such right and remedy shall be cumulative and shall be in addition

to every other such right or remedy contained herein or existing at law or in equity or by statute or otherwise.

13. PROTECTION OF LICENSED AREA. Licensee shall keep the Licensed Area in a neat, orderly, safe, and sanitary condition; and shall not commit waste, whether ameliorated or otherwise.

During the term of this License, any damage done to the Licensed Area by Licensee, Licensee's agents, representatives, or invitees, shall be remedied by the Licensee at its sole cost.

14. COMPLIANCE WITH LAW. Licensee shall conduct all of its activities on the Licensed Area in strict compliance with all provisions of federal, state and local law and all provisions of this License. Licensee shall obtain at its sole expense all necessary approvals and permits prior to engaging in development and/or activity on the Licensed Area which require any such permit or approval.

15. LEGAL RELATIONSHIP. It is understood and agreed between the Parties that nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto.

16. GENERAL PROVISIONS.

Integration. This License Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement. No alteration or variation of this License Agreement shall be valid unless made in writing and signed by the Parties hereto.

Authority. City and Licensee each represents, warrants, and covenants to the other that it is duly authorized to execute, deliver, and perform the terms and covenants of this Agreement.

Right of Entry. Being non-exclusive in nature, the City reserves the right of entry of the Licensed Area by its representatives, agents, employees, invitees, guests, and other Licensees for whatever legitimate reason the City sees fit.

Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Licensed Area as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than 30 days.

Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

City:

City of Page

Attn: _____

P.O. Box 1180

697 Vista Avenue
Page, AZ 86040

Licensee:

Attn: _____

or to such other address provided by written notice to the other. All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the 3rd business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24-hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Section.

Governing Law. This License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. The Parties agree that venue shall be exclusive to Coconino County and waive any challenge thereto.

Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. Any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

Headings. The subject headings included in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Severability. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

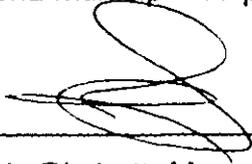
Third Party Beneficiaries; No Rights Conferred on Others. Nothing in this Agreement shall confer any right upon any person other than the Parties.

Attorney's Fees. The parties agree that in the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to all reasonable attorney fees and costs resulting therefrom.

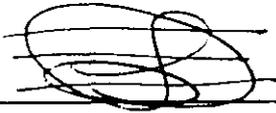
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

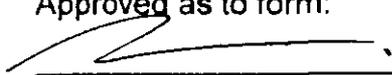
City of Page, Arizona,
an Arizona municipal corporation

By: 
Lyle Dimbatt, Mayor

Licensee:

By: 

Attest: 
Toni Henderson
City Clerk

Approved as to form:

City Attorney



Request for City Council Action

Title:	Classification and Compensation Study		
Meeting Date:	January 27, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other BID AWARD	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	Section 5 (Detailed Work Plan) from proposal
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to authorize the City Manager to draft an RFP and solicit proposals for a comprehensive class and compensation study.		

BACKGROUND: As a part of their 2016/17 City Council Priorities, the City Council has identified “development of a recruitment and retention plan” has a high priority. The study will assist the City in creating an equitable salary and benefit structure that will enable the City to attract and retain qualified employees.

At the January 27, City Council authorized the City Manager to draft an RFP and solicit proposals for a comprehensive class and compensation study that allowed for three options: 1. Classification Study; 2. Compensation Survey and 3. Classification and Compensation Study. The City received five (5) proposals in response to the solicitation released for the study, which were reviewed by the City Manager and Human Resources Coordinator. The proposals ranged from \$21,600 to \$84,969. After evaluating the five proposals based on the selection criteria, staff is recommending Evergreen Solutions, LLC based out of Tallahassee, Florida. Evergreen has worked with hundreds of local government and public sector organizations, including Town of Gilbert, Town of Sahuarita, Pinal County, Pima County, City of Tucson and Maricopa County Community College. Evergreen Solutions work plan for the components of the Classification Study and the Compensation Survey consists of the following 14 tasks (see attachment for additional information.):

- Task 1: Project Initiation
- Task 2: Collect and Review Current Environment Data
- Task 3: Evaluate the Current System
- Task 4: Develop Compensation Philosophy
- Task 5: Evaluate and Build Projected Classification Plan
- Task 6: Identify List of Market Survey Benchmarks
- Task 7: Identify Approved List of Targets
- Task 8: Conduct Market Survey and Provide External Assessment Summary
- Task 9: Conduct Market Benefits Survey
- Task 10: Develop Strategic Positioning Recommendations
- Task 11: Conduct Solution Analysis
- Task 12: Develop and Submit Draft and Final Reports
- Task 13: Develop Recommendations for Compensation Administration
- Task 14: Provide Revised Class Descriptions and FLSA Determinations

BUDGET IMPACT: In order to conduct the citywide classification and compensation in the most expedient manner possible, staff recommends a one-time expenditure of \$38,000 for the full classification and total compensation study. Funding of \$222,261 was included in the budget under Human Resources/Risk Management 10-441-2830.

ALTERNATIVES: Award the Classification Study only; Do not award the contract; or Award to contract to an alternate bidder.

STAFF RECOMMENDATION: Motion to award a contract for a comprehensive class and compensation study to Evergreen Solutions, LLC and authorize the City Manager to execute the contract.

5.0 Detailed Work Plan

A detailed work plan as well as the timeline that Evergreen Solutions proposes to use to conduct the Classification Study and/or the Compensation Survey for the City of Page is provided in this section. Evergreen understands that the City has approximately 106 employees and 75 job titles that will be included in the study. The following work plan includes the tasks that would be included in completing all of the work being requested by the City of Page—Classification Study and Compensation Survey (i.e., Sections A and B of the Scope of Services of the RFP). Should the City desire to have only a Classification Study performed (i.e., Section A of the Scope of Services), then Tasks 1, 2, 5, 12, and 14 would be included. Should the City desire to have only a Compensation Survey performed (i.e., Section B of the Scope of Services), then Tasks 1, 2, 3, 6, 7, 8, 9, 10, 12, and 13 would be included.

5.1 Detailed Work Plan

Our work plan for the components of the Classification Study and the Compensation Survey consists of the following 14 tasks:

- Task 1: Project Initiation
- Task 2: Collect and Review Current Environment Data
- Task 3: Evaluate the Current System
- Task 4: Develop Compensation Philosophy
- Task 5: Evaluate and Build Projected Classification Plan
- Task 6: Identify List of Market Survey Benchmarks
- Task 7: Identify Approved List of Targets
- Task 8: Conduct Market Survey and Provide External Assessment Summary
- Task 9: Conduct Market Benefits Survey
- Task 10: Develop Strategic Positioning Recommendations
- Task 11: Conduct Solution Analysis
- Task 12: Develop and Submit Draft and Final Reports
- Task 13: Develop Recommendations for Compensation Administration
- Task 14: Provide Revised Class Descriptions and FLSA Determinations

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City of Page (City).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.



TASK ACTIVITIES

- 1.1 Meet with the City's Project Manager (CPM) to discuss the following objectives:
- the classification and pay plan study process;
 - understand mission and current compensation philosophy (if any) of the City;
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
 - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and classification descriptions, salary schedule(s), benefits; and classification system;
 - strategic business plans and budgets; and
 - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City staff



**Task 2.0
Collect and Review
Current
Environment Data**

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

- 2.1 Schedule and conduct employee orientation sessions.
- 2.2 Meet with department heads/managers to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 2.3 Hold focus groups with a sample of employees to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 2.4 Work with the CPM to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 2.5 Review any data provided by the City that may provide additional relevant insight.
- 2.6 Review internal career ladders and make recommendations to keep positions competitive.

KEY PROJECT MILESTONES

- JAT and MIT distribution
- Department head/manager interviews
- Employee focus groups and orientation sessions

**Task 3.0
Evaluate the
Current System**

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

TASK ACTIVITIES

- 3.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems to be resolved.



**Task 4.0
Develop
Compensation
Philosophy**

- 3.2 Determine the strengths and weaknesses of the current pay plan(s).
- 3.3 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

TASK GOAL

- Facilitate the development of the compensation philosophy for the City.

TASK ACTIVITIES

- 4.1 Conduct a thorough review of all background materials related to the compensation system for the City.
- 4.2 Review information obtained from department head/manager interviews.
- 4.3 Make recommendation for compensation philosophy based on input from previous steps.
- 4.4 Document accepted compensation philosophy and discuss with the CPM.

KEY PROJECT MILESTONE

- Compensation philosophy

**Task 5.0
Evaluate and Build
Projected
Classification Plan**

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen's job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the City.

TASK ACTIVITIES

- 5.1 Review all draft class specifications with the CPM, Human Resources Manager, and the City Administrator.



- 5.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 5.3 Review JAT scores and identify the classification of positions.
- 5.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 5.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. The final decision on the minimums and maximums of the pay grades would be determined after the market data has been collected.
- 5.6 Confirm that job titles and classifications are consistent with the work performed by the incumbent employees.
- 5.7 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

Task 6.0 Identify List of Market Survey Benchmarks

TASK GOAL

- Identify the proper benchmark positions for the external labor market assessment to reach an appropriate number.

TASK ACTIVITIES

- 6.1 Conduct a thorough review of all materials to date, including the employee database, classification listing, interviews, compensation review, and meetings with the CPM.
- 6.2 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select between 40 - 50 benchmark positions that are representative of the City.
- 6.3 Submit the proposed list of positions to the CPM for review.
- 6.4 Based on the review, make revisions to the benchmark list and finalize consistent with Evergreen's analysis.



**Task 7.0
Identify Approved
List of Survey
Targets**

KEY PROJECT MILESTONES

- Preliminary list of benchmark classifications
- Final list of benchmark positions for the external labor market assessment

TASK GOAL

- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment.

TASK ACTIVITIES

- 7.1 For each employee group, review with the CPM peer organizations that must be included in the survey. **Note:** Evergreen will work with the CPM to select between 10 – 15 targets for the salary survey.
- 7.2 Develop a preliminary list of organizations (public and private) for the external labor market survey, placing a comparative emphasis on characteristics such as:
- size of the organization;
 - geographic proximity to the Page area;
 - economic and budget characteristics; and
 - other demographic data.
- 7.3 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 7.4 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 7.5 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts



**Task 8.0
Conduct Market
Survey and
Provide External
Assessment
Summary**

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 8.1 Prepare a customized external labor market salary survey for approval by the CPM. Discuss questions and categories for the market survey.
- 8.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 8.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 8.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 8.5 Validate all data submitted.
- 8.6 Develop summary report of external labor market assessment results.
- 8.7 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

**Task 9.0
Conduct Market
Benefits Study**

TASK GOALS

- Conduct an external labor market benefits survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 9.1 Develop a listing of the fringe benefits provided by the City and review current vacation, sick leave, holiday, and leave policies as compared to competitive employers.
- 9.2 Using the list of City provided benefits (i.e., vacation leave, sick leave, holidays, other paid leave, health, dental, life, and vision insurances, short term disability, longevity pay, bereavement leave, retirement, tuition reimbursement, car allowances, etc.) and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.



**Task 10.0
Develop Strategic
Positioning
Recommendations**

- 9.3 Prepare benefits survey to be included with salary survey developed in **Task 8.0**.
- 9.4 Conduct a survey of benefits in use by competitive employers, to include both private and public employers, and make recommendations regarding the benefits which the City might competitively employ in its market.
- 9.5 Submit benefits survey to CPM for review.
- 9.6 Revise benefits survey.
- 9.7 Distribute benefits survey in conjunction with salary survey.
- 9.8 Develop summary report of external labor market benefits results.
- 9.9 Submit summary report of external labor market benefits results to CPM.

KEY PROJECT MILESTONES

- Catalogue of existing City benefits
- Benefits survey instrument
- Summary report of external labor market benefits results

TASK GOALS

- Assess the appropriateness of the current compensation philosophy for the City.
- Plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 10.1 Identify the compensation philosophy and accompanying thresholds.
- 10.2 Using the market salary and benefits data collected in **Tasks 8.0 and 9.0** and the classification data reviewed in **Task 5.0**, determine the proper pay plan for the City.
- 10.3 Develop salary range table(s) that will encompass all City jobs.
- 10.4 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 10.5 Produce a pay plan(s) for the City that best meets the needs of City from an internal equity and external equity standpoint. Include lateral pay for police and fire positions.



**Task 11.0
Conduct Solution
Analysis**

- 10.6 Provide a recommended approach to administrative time off for exempt employees in addition to their regular vacation time, in recognition of increased hours worked without benefit of overtime or compensatory time.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

- 11.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan.
- 11.2 Place all classifications into pay grades based on **Task Activity 11.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 11.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 11.4 Meet with the CPM discuss the potential solutions.
- 11.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 11.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution



**Task 12.0
Develop and
Submit Draft and
Final Reports**

TASK GOALS

- Develop and submit a draft and final report of the Classification Study and/or the Compensation Survey for the City of Page.
- Present the final report to the City.

ASK ACTIVITIES

- 12.1 Produce a comprehensive draft report by that captures the results of each previous step. Provide the draft report to the CPM for review and approval. The report will include the following:
- Executive Summary - describe the processes and methodology used to analyze data in order to conduct the study.
 - Classification Component - document findings and recommendations related to job descriptions, existing job titles, and position classifications, as outlined in the scope of services.
 - Compensation Component - document findings and recommendations related to salary and benefit comparison, as outlined in the scope of services.
- 12.2 Recommend an implementation strategy and a maintenance strategy for the new salary system. Include proposed policies and guidelines that will need to be in place to administer the recommended system.
- 12.3 Make edits and submit two hard copies and one electronic copy of the final report to the CPM and to the City Manager's Office.
- 12.4 Present the final report to the City.
- 12.5 Develop a communication plan for sharing study results with the City's employees.
- 12.6 Develop a plan for maintaining recommendations over time and that will keep the compensation system current and equitable.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Maintenance database



**Task 13.0
Develop
Recommendations
for Compensation
Administration**

TASK GOAL

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.

TASK ACTIVITIES

- 13.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 13.2 Recommend recruitment/retention strategies, where appropriate.
- 13.3 Present recommendations to the CPM for review.
- 13.4 Finalize recommendations.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**Task 14.0
Provide Revised
Class Descriptions
and FLSA
Determinations**

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM and Human Resources Director.



TASK ACTIVITIES

- 14.1 Assess current class descriptions for form, content, validity, and ADA compliance. Identify knowledge, skills, and abilities necessary for each position to effectively fulfill the essential functions of the position.
- 14.2 Discuss new class description format with the CPM and the Human Resources Manager.
- 14.3 Revise classification descriptions based on data gathered from the JAT process.
- 14.4 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 14.5 Make FLSA determinations based on work performed and federal requirements.
- 14.6 Recommend a systematic, regular process for reviewing job descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- FLSA Determinations

5.2 Proposed Timeline

Evergreen Solutions possesses the staff, skills, and tools to conduct the Classification Study and Compensation Survey for the City of Page and deliver a final report in three months from the project start date and upon execution of a contract. This is based on a tentative start date of April 15, 2016, and a completion date of July 15, 2016. **Note:** Evergreen can conduct just the Classification Study or the Compensation Survey in 60 days.

Our timeline can be modified in any way to best meet the needs of the City of Page.

