



# TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331  
(928) 634-7943 www.jerome.az.gov

## AGENDA SPECIAL WORKSHOP MEETING OF THE JEROME TOWN COUNCIL CONDUCTED VIA ZOOM MONDAY, AUGUST 23, 2021 AT 10:00 AM

### PUBLIC PARTICIPATION IN THE MEETING

Members of the public are welcome to participate in the meeting via the following options:

1. Zoom Conference
  - a. Computer: <https://us02web.zoom.us/j/9286347943>
  - b. Telephone: 1 669 900 6833 Meeting ID: 928 634 7943
2. Submitting questions and comments:
  - a. If attending by Zoom video conference, click the chat button and enter your name and what you would like to address.
  - b. Email [c.gallagher@jerome.az.gov](mailto:c.gallagher@jerome.az.gov) (Please submit comments at least one hour prior to the meeting.)

**NOTE: FOR THOSE WITHOUT HOME INTERNET:** A drive-up internet hotspot is now available in the parking lot in front of the Jerome Public Library. Bring your device and access the internet while sitting in your car. The network is **Sparklight Yavapai Free WIFI** and no password is required.

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Council and to the General Public that the Jerome Town Council plans to hold the above meeting. Persons with a disability may request an accommodation such as a sign language interpreter by contacting Rosa Cays, Deputy Clerk, at 928-634-7943. Requests should be made early enough to allow time to arrange the accommodation.

A copy of the full public meeting packet may be reviewed at the offices of Jerome Town Hall during normal business hours, and on the Town's website at [www.jerome.az.gov](http://www.jerome.az.gov).

<b>ITEM #1:</b>	<b>CALL TO ORDER/ROLL CALL</b> Mayor/Chairperson to call meeting to order. Town Clerk to call and record the roll.	
<b>ITEM #2:</b>	<b>WATER AND SEWER RATES</b> Council will continue their discussion of possible changes to the water and sewer rate structure as presented in a study completed by Willdan Financial Services. A portion of this discussion may be conducted in executive session with the Town Attorney, pursuant to A.R.S. § 38-431.03 (A)(3) and (A)(4).	Sponsored by Councilmember Jane Moore Discussion; Possible Direction
<b>ITEM #3:</b>	<b>ADDENDUM TO AGREEMENT WITH WILLDAN FINANCIAL SERVICES</b> Council may approve an addendum to the agreement with Willdan Financial Services for consulting services regarding the town's water and sewer rate structure.	Sponsored by Councilmember Jane Moore Discussion; Possible Action
<b>ITEM #4:</b>	<b>ADJOURNMENT</b>	

### CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that this notice and agenda was posted at the following locations on or before \_\_\_\_\_ on \_\_\_\_\_ in accordance with the statement filed by the Jerome Town Council with the Jerome Town Clerk.

970 Gulch Road, side of Gulch Fire Station, exterior posting case
600 Clark Street, Jerome Town Hall, exterior posting case
120 Main Street, Jerome Post Office, interior posting case

\_\_\_\_\_  
Rosa Cays, Deputy Town Clerk



August 3 2021

Ms. Candace Gallagher  
Town of Jerome  
600 Clark Street  
Jerome AZ 86331

**Re: Addendum to Water/Wastewater Rate Analysis**

Dear Ms. Gallagher:

Willdan Financial Services (“Willdan”) is pleased to present the following scope of services and budget to assist the Town of Jerome in providing an update of our water and wastewater long-term financial plan and rate recommendations. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

### Scope of Services

In August 2019 we provided our original scope of services and budget for a water and wastewater rate analysis. Our scope of services is now complete. However, it is our understanding that the Town may require additional analysis, rate scenarios and attendance at upcoming Council meetings and public hearings. These services are beyond the original scope of our rate study engagement.

Therefore, to cover our additional efforts, we request that the Town approve a change order for our efforts.

### Additional Services

Additional services beyond those outlined in this letter and our August 2019 letter may be authorized by the Town and will be billed at our then-current hourly overhead consulting rates. Out of pocket expenses are to be billed at cost. Our current hourly rates are:

Willdan Financial Services	
Hourly Rate Schedule	
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst	\$110
Analyst Assistant	\$100



## Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to me and to our contracts supervisor:

Ms. Joanie Reynolds  
Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, California 92590  
Ph. (800) 755-6864; fax (951) 587-3510  
E-mail: [jreynolds@willdan.com](mailto:jreynolds@willdan.com)

We appreciate this opportunity to serve the Town of Jerome. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at [djackson@willdan.com](mailto:djackson@willdan.com).

Sincerely,

### Willdan Financial Services



\_\_\_\_\_  
Dan V. Jackson, Vice President

\_\_\_\_\_  
August 3 2021

Date

### Town of Jerome

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## ATTACHMENT 1 TO LETTER AGREEMENT

### TERMS AND CONDITIONS

The Letter Agreement between the Town of Jerome ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
  - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
  - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
  - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
  - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
  - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
  - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.
7. Miscellaneous.
  - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
  - b. This Agreement shall be interpreted as though prepared by both parties.
  - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
  - d. This Agreement shall be interpreted under the laws of the State of California.
  - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
  - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
  - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
  - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
  - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.