

**AGREEMENT FOR CONSULTATION SERVICES
FOR THE CAMP NACO PROJECT**

This Agreement for Consultation Services for the Camp Naco Project (the "Agreement") is made and entered into the 10th day of January, 2023 (the "Effective Date"), by and between R. Brooks Jeffery (hereinafter "Consultant") and the City of Bisbee, an Arizona municipal corporation (hereinafter "City"). Consultant and City may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the terms and conditions of the grant from the Mellon Foundation for Camp Naco (the "Grant"), the City has a need for specialized consulting services for a Strategic Preservation Consultant; and,

WHEREAS, Consultant has the knowledge, skills and experience to provide such services in accordance with the terms and conditions of the grant; and,

WHEREAS, the consulting services provided for herein, which are governed in part by the terms and conditions of the Grant, and are intended to include all necessary logistical work and services for the project being funded by the Grant.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals:** The foregoing Recitals are incorporated and set forth herein as part of the terms of this Agreement.
2. **Purpose:** The purpose of this Agreement is to provide for specialized consultation services relating to Mellon Foundation Grant for the improvements at Camp Naco. Pursuant to the terms of the Grant, Consultant will provide Strategic Preservation Consulting services (the "Services") to the City as more fully detailed in the scope of work attached hereto as Exhibit A, and which may be amended from time to time by the City in order to accomplish the requirements of the Grant.
3. **Term:** This Agreement is for a two-year period beginning on the Effective Date, unless otherwise extended or terminated by the Parties.
4. **Payment:** City shall pay Consultant at the rate of \$100 per hour for his Services for the duration of this Agreement. Payments will be made monthly upon receipt of a detailed invoice from Consultant.

5. Status Reports: Consultant shall keep City fully and currently informed about the status of all matters and important developments in the project assigned. Status reports shall be furnished by Consultant on a monthly basis coincident with the bill submittal to City. Status reports should be addressed to the City Manager and should briefly outline the status of the project, emphasizing significant developments. Consultant shall promptly notify City when events occur that significantly affect the City's interests.
6. Termination: This Agreement may be terminated by either Party upon 60 days written notice.
7. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Arizona as to validity, interpretation and performance. Any judicial proceeding or other legal action relating to this Agreement shall be filed in a court of competent jurisdiction in Cochise County, Arizona.
8. No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor, and not a City of Bisbee employee, for all purposes. Consultant is responsible for maintaining Worker's Compensation Insurance Coverage for all non-exempt workers, employees and subcontractors, in accordance with Arizona law; is responsible for adhering to all applicable laws regarding nondiscrimination in employment; and is responsible for any taxes on the compensation paid hereunder.
9. Funding: Any contract entered into by the City of Bisbee is subject to funding availability and the approval of such funding by the City Council. The Parties acknowledge and agree that this Agreement is specifically for the purposes of carrying out the duties and obligations of the City in accordance with the Grant and is subject to the receipt and payment of grant funds from the Mellon Foundation for the Services performed by the Consultant. If the Grant source of funds is terminated or otherwise unavailable, the City shall have the right to terminate this Agreement.
10. Compliance With Federal and State Laws: The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Contractors") 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"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this

Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Contractor who works on this Agreement to ensure that the Consultant or Contractor is complying with the Contractor Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and of any Contractors to ensure compliance with this Contractor Immigration Warranty. Consultant agrees to assist the City in regard to any random verifications performed.

Neither the Consultant nor any Contractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Consultant or Contractor 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.

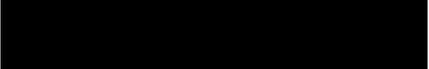
The provisions of this Article must be included in any contract the Consultant enters into with any and all of its Contractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or Contractor.

11. **Indemnification:** Consultant shall defend and indemnify the City, its agents, officers, and employees, against all claims, damages, losses, and expenses resulting from Consultant's negligent acts, mistakes, or omissions in performance of this Agreement. This includes any acts, mistakes or omissions of Consultant's subcontractors.
12. **Integration:** This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.
13. **Nondiscrimination:** Consultant shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the American with Disabilities Act of 1990. In addition, shall include similar requirements of subcontractors in any contracts entered into for performance of obligations under this Agreement.
14. **Incorporation of Laws:** If there is any federal law or regulations that is applicable under the terms, conditions and obligations of the Grant, such laws or regulations shall be incorporated herein.

15. **Cancellation:** All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. § 38-511.
16. **Notices:** All notices required or permitted under this Agreement shall be given by U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered), or by the Postal Service receipt; or three (3) calendar days after mailing, whichever comes first, in the case of notice that are mailed.

CITY OF BISBEE
 Attn: City Manager
 76 Erie Street
 Bisbee, Arizona 85603

CONSULTANT
 Attn: R. Brooks Jeffery



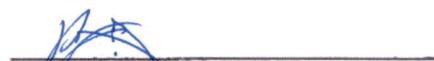
17. **Headings.** The heading to each paragraph contained herein is for the convenience of the Parties and has no independent legal significance.
18. **Drafting.** The provisions of this Agreement shall be deemed prepared or drafted by any one Party or its attorneys and shall not be construed more strongly against either Party.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first above written.

CITY OF BISBEE


 Ken Budge, Mayor

CONSULTANT


 R. Brooks Jeffery

ATTEST:


 Ashlee Coronado, City Clerk

APPROVED AS TO FORM


 Joseph D. Estes, City Attorney

EXHIBIT "A"

SCOPE OF WORK

All conditions and requirements of the Mellon Foundation Grant in connection with the Camp Naco Project, including, but not limited to:

- Providing strategic direction for overall project development of the Camp Naco Project;
- Reviewing, interviewing, vetting and providing recommendations of candidates for the Naco Heritage Alliance Executive Director position;
- Conducting all on-boarding and training for the Naco Heritage Alliance Executive Director position;
- Maintaining Camp Naco's status on the National Register of Historic Places;
- ~~Conducting~~ all contractor vetting, recommendations and on-boarding for the Camp Naco Project;
- Providing for the management and oversight of the logistics involved with getting the Camp Naco Project under development; and,
- Other services in connection with the Camp Naco Project as may be assigned.