



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
Tuesday, March 11, 2014
6:00 P.M.**

**Council Chambers
202 N. State Route 89
Chino Valley, Arizona**

AGENDA

- 1) CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
- 3) CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

- 4) RESPONSE TO THE PUBLIC**

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a) Monetary obligations with regard to the Provisional Settlement Agreement with Cortez Enterprises.**

- 5) CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

- a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a) Consideration and possible action to approve Agreement for Towing Services between the Town of Chino Valley and Tim's Towing. (Chuck Wynn, Police Chief)

Recommended Action: Approve Agreement for Towing Services between Town of Chino Valley and Tim's Towing.

7) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

8) ACTION ITEMS

- a) Consideration and possible action with regard to establishing guidelines for Council-Town Attorney interaction. (Mayor Marley)

Recommended Action: Approve guidelines for Council-Town Attorney interaction.

- b) Consideration and possible action to adopt Resolution No. 14-1025, opposing the legalization of marijuana.

Recommended Action: Adopt Resolution No. 14-1025, opposing the legalization of marijuana.

- c) Consideration and possible action to approve change order number 2 to contract with Economists.com an amount not to exceed \$9,500.00 to prepare the additional financial analysis to look at the impacts of the Prescott Water Acquisition, Wastewater Treatment Plant Acquisition, and a capital improvement project on the existing and future utility rates. Funds to come from the Professional Services Line in the Water Enterprise Fund. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Approve change order number 2 to contract with Economists.com an amount not to exceed \$9,500.00 to prepare the additional financial analysis to look at the impacts of the Prescott Water Acquisition, Wastewater Treatment Plant Acquisition, and a capital improvement project on the existing and future utility rates.

- d) Consideration and possible action to award trucking services to Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids. Funds to come from Public Works for road projects or other departments that may need trucking services.
(Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Award trucking services to Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

- e) Consideration and possible action to approve the intergovernmental agreement between the Chino Valley Unified School District and Town of Chino Valley for the project management and construction of the adjacent ways project at Del Rio and Heritage Schools. Funds in the amount of \$200,000 to come from Chino Valley School District Adjacent Ways Program. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the intergovernmental agreement between the Chino Valley Unified School District and Town of Chino Valley for the project management and construction of the adjacent ways project at Del Rio and Heritage Schools.

9) **ADJOURNMENT**

Dated this 4th day of March, 2014.

By: **Jami C. Lewis, Town Clerk**

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 1-(800) 347-1695 (Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 03/11/2014
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Agreement for Towing Services between the Town of Chino Valley and Tim's Towing.

RECOMMENDED ACTION:

Approve Agreement for Towing Services between Town of Chino Valley and Tim's Towing.

SITUATION AND ANALYSIS:

Issue Statement

Each tow truck has an inspection before the vehicle can be put into operation. DPS performs the inspections on tow trucks. One of the purposes of the inspection is to classify the tow truck either light, medium or heavy duty. Our contract requires each company have a roll back and a power operated wrecker and one of those two has to be rated medium or heavy duty.

Tim's Towing was on our prior rotation but with the new contracts did not meet the requirements for one medium or heavy duty rated tow truck. They did not meet the minimum requirements by the January 31, 2014 deadline established by CVPD to be eligible for our rotation.

Tim's Towing looked into the Town's requirements for tow vehicles and believed an error was made with the rating of their tow truck by DPS. It was learned by staff on the 18th of February that DPS did in fact make a mistake in the rating of the tow truck. DPS contacted Chino Valley Police staff and informed them of the error, made by them, and have since corrected the error. This brought Tim's Towing into compliance with the requirements of our tow contract.

Staff feels punishing the tow company for an error, not made by them, would be unfair. Staff is requesting approval of the contract with Tim's Towing and they be added to the rotation, as they do meet the requirements set forth in the contract and would have met the requirements prior to the deadline of January 31, 2014, if the error had not been made by DPS.

Applicable "Policy"

There is no policy for tow contracts. It is standard operating procedure.

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

See Above - Issue Statement

Findings of Facts

1. We have Tow Contracts for Police related tow services
2. Tim's Towing failed to meet requirements of minimum standards by January 31, 2014.
3. Failure was due to governmental error.
4. Staff believes private company should not be penalized due to a mistake by the government.
5. Staff requests approval of tow contract with Tim's Towing.
6. Recommended Action: Approve Tow Contract between Town of Chino Valley (Police Dept) and Tim's Towing

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Tim's Towing Contract

AGREEMENT FOR TOWING SERVICES

Contract No. _____

THIS Agreement is entered into as of this _____ day of _____, 20____, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and Tim's Towing, hereinafter referred to as the "Contractor."

FOR THE PURPOSE of providing towing services for the Town of Chino Valley on a rotational basis, Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of Contractor. In consideration of the mutual promises contained in this Agreement, Town engages Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work and additional requirements of this Agreement are set forth in Exhibit A.

1.3 Responsibility of Contractor.

1.3.1 Contractor shall comply with applicable ordinances, laws and regulations, including those governing towing.

1.3.2 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.3 Contractor shall designate John McCulloch as his Contractor Representative and all communications shall be directed to him.

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

1.3.5 Contractor shall coordinate its activities with Town's Representative and submit its reports to Town's Representative.

1.3.6 Contractor shall provide, pay for and insure under the requisite laws and regulations of Chino Valley, Arizona and the United States, all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1.3.7 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes.

1.3.8 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.3.9 Contractor shall maintain, separate from any other entity on the Town's rotational towing list, its business address, storage yard address and tow trucks.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates Lt. Vincent Schaan as its Town Representative. All communications to Town shall be through its Town Representative.

1.4.3 Nothing in this Agreement shall be construed to provide an exclusive contract for services with Contractor for the Services. Town shall be free to enter into similar agreements with other qualified contractors and to use the contractors on a rotational basis, at the Town's discretion.

1.5 Contract Term; Renewal.

1.5.1 The Contract commences upon execution of the Contract by both parties and continues through June 30, 2016. The Contract may be renewed for up to two (2) additional one-year terms upon mutual agreement of the parties.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. Town shall not be responsible for payment of any fees or charges of Contractor for the Services or for any costs incurred by Contractor. Contractor's sole compensation for the performance of the Services shall be from fees and charges collected from owners of vehicles towed pursuant to this Agreement. The fees charged shall be consistent with the rates established by Town pursuant to A.R.S. § 9-499.05(A) or reasonable fees if none are set by Town. A copy of the Town's current fees at the time of execution of this Agreement is attached hereto as Exhibit B. Town reserves the right to revise its approved fees at any time, with or without notice to Contractor.

3. INSURANCE REPRESENTATIONS AND REQUIREMENTS

3.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

3.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

3.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

3.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

3.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

3.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

3.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

3.9 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement, and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

3.9.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

3.9.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

3.9.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

3.9.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

3.10 Required Coverage:

3.10.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including, but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or

equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.10.2 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a combined single limit of \$1,000,000 and not less than \$100,000 for property damage each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. In addition, Contractor shall maintain On Hook/Cargo coverage with a minimum \$50,000 limit. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.10.3 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement, and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

3.10.4 Garage Keepers Coverage: Contractor shall maintain Garage Keepers coverage in an amount deemed by Contractor to be adequate and shall provide Town with proof of said coverage.

3.10.5 On Hook/Cargo Coverage: Contractor shall maintain On Hook/Cargo coverage in an amount not less than \$50,000.

4. INDEMNIFICATION

4.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom,

caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement, including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable, including Town. Such indemnity does not extend to Town's negligence.

4.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5. TERMINATION OF THIS AGREEMENT

5.1 Termination. Town may, by written notice to Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise). This Agreement may be terminated in whole or in part by Contractor in the event of substantial failure by Town to fulfill its obligations.

6. ASSURANCES

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

6.2 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

6.3 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an

employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6.4 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to, laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

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

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

TOWN:

Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

CONTRACTOR: TIM'S TOWING

1006 COMMERCE DR
PRESCOTT AZ 86305

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

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

7. INTERESTS AND BENEFITS

7.1 Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

7.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

7.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

8. ASSIGNABILITY

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

IN WITNESS WHEREOF, Chino Valley and Contractor have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami, Town Clerk

APPROVED AS TO FORM:

By: _____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

Phyllis L.N. Smiley, Esq.

CONTRACTOR

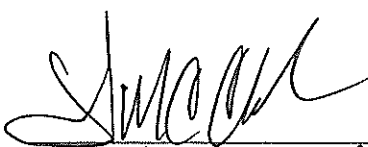
By: 
Its: Manager of Tims Towing.

EXHIBIT A SCOPE OF WORK

Contractor shall provide towing services ("Services") as requested by the Town including removal of disabled vehicles from accident scenes, vehicles that constitute traffic hazards, vehicles that may be evidence of a crime, and/or any other vehicle towed in accordance with any state statute or Town of Chino Valley ordinance. Contractor shall provide the Services in accordance with the following:

1. Vehicle Identification

Each vehicle used for towing shall have the towing company (Contractor's) name painted on driver and passenger sides of the vehicle in lettering at least three-inches (3") in height and shall display the current Arizona Department of Public Safety inspection seal.

Rates for Services shall be posted in all tow trucks.

2. Information to be Provided by Contractor to Person Responsible for Towed Vehicle

a. Each vehicle shall contain business cards for the Contractor that the Contractor's employee shall distribute to every person responsible for a vehicle being towed. The business cards shall include the following information:

- Name, address, and telephone number of the company;
- Hours of operation; and
- Telephone number for after-hour releases of vehicles.

b. Each vehicle shall contain brochures listing rates and terms of this Agreement and clear instructions with contact information for retrieval of the vehicle that shall be provided to the owner, operator or person responsible for the vehicle being towed.

3. Equipment

All vehicles used for towing shall:

- Be equipped with proper equipment to comply with A.R.S. § 28-1108 and prevent damage to towed vehicles. This equipment includes, but is not limited to: dollies, chains, slings, and bumpers.
- Have the necessary equipment to clean accident scenes including, but not limited to: brooms, shovels, and sand or appropriate absorbent material. An appropriate absorbent material shall be used when conditions exist that sand does not adequately absorb spilled liquids/material.
- Have a functioning two-way radio system with 24-hour dispatching.

Contractor shall have, at a minimum, the following vehicles, at least one of which is classified as a Medium or Heavy-Duty Wrecker, available at all times:

- One power-operated wrecker
- One rollback wrecker in good and serviceable condition

Prior to Contractor being placed on the rotational list pursuant to this Agreement, the Chino Valley Police Department ("CVPD") shall inspect and approve the equipment and facilities to be used by Contractor in providing the Services. Contractor shall notify the CVPD in writing prior to any change or substitution of the equipment or facilities. If prior notice is not possible due to emergency situations, written notice within ten (10) days of any change is required.

4. Storage Facilities

Storage facilities shall be located within the corporate limits of the Town of Chino Valley. Storage facilities shall meet all municipal and/or county zoning requirements for the area in which they are located and said locations shall be on record with the CVPD. Storage facilities shall be owned or leased for use by the Contractor. Proof of ownership or lessee status must be provided with the application.

Vehicles shall be taken directly to the Contractor's storage facility unless the tow driver is advised differently by the CVPD or the owner or driver of the vehicle.

The storage facility shall not be located within a wrecking yard that is in the business of dismantling vehicles.

Contractor shall provide a fenced storage area with a secure fence at least six feet (6') in height plus outwardly slanted 3-strand (or greater) barbed or razor wire and must comply with the requirements of the Chino Valley Town Code and Unified Development Ordinance.

The storage area shall be lit with at least 7.4 lumen light output level of electrical light for each square foot of storage area.

Storage facilities shall have a controlled access point and be locked when unattended. Contractor shall be responsible for the safekeeping of vehicles stored and for the items and personal property in the stored vehicles. Vehicles shall not be stored at any location other than those on record with the CVPD.

Vehicles shall not be removed from the initial storage yard for a period of fifteen (15) calendar days unless requested by the owner or authorized agent. If, after a period of fifteen (15) calendar days, instructions have not been received from an owner or authorized agency, Contractor may remove the vehicle to an alternate storage lot outside the Town boundaries that meets the security requirements listed above. Removal to an alternate lot shall not result in any additional charge to the vehicle owner.

Persons whose vehicles are stored or have been impounded for reasons other than evidentiary purposes shall have the right to remove any personal property, perishables, or valuables prior to the release or payment of impound fees of a vehicle stored in Contractor's lot (excluding items attached to the vehicle; e.g., stereo equipment, etc.). All storage fees shall be assessed against the vehicle/owner and not against personal property.

5. Personnel

Contractor shall have sufficient qualified personnel available for the operation of its vehicles at all times.

All drivers shall have a current State of Arizona driver's license, with proper class, endorsements and medical qualifications.

Drivers shall refrain from using profane and vulgar language in a public area while performing work for the CVPD.

Contractor's drivers, owners, and operators shall not solicit or suggest a repair facility to the owner or driver of a damaged vehicle.

All drivers shall operate the vehicle used for towing in a safe and prudent manner and shall obey all traffic laws, ordinances and other applicable laws at all times.

Drivers shall wear a safety vest any time they are in a roadway, including while hooking up vehicles to be towed and when cleaning debris from the scene.

Contractor shall be fully responsible for drivers' actions.

Contractor's personnel shall treat customers whose vehicles have been towed on behalf of CVPD in a manner consistent with the Town's expectations of proper customer service.

6. Availability

Contractor shall have a staff member on-site its storage facility to assist customers, at a minimum, during Normal Business Hours. "Normal Business Hours" as that term is used in this Agreement, shall mean from 8:00 a.m. to 5:00 p.m. every day except:

- Saturday
- Sunday
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving

- Christmas Day

At all other times, Contractor shall have a telephone number prominently posted at its storage location for after-hours release of vehicles. The after-hours telephone number shall be answered and responded to at all times, so that vehicles may actually be released after regular business hours, if necessary. Contractor shall maintain with CVPD an emergency phone number to facilitate release of a vehicle.

7. Response to Requests for Service

Contractor shall provide the Services set forth in this Agreement and respond to requests for service twenty-four (24) hours a day, every calendar day of the year.

Contractor shall not designate or send another company to substitute for it when called by the CVPD.

Upon receiving a request for Service, Contractor shall be responsible for dispatching its own truck.

Contractor shall tow the requested vehicle regardless of its condition or value.

Response time to the designated site shall not be more than twenty (20) minutes, on average, from the time of the request from CVPD. Appropriate staffing shall be in place to accommodate this response 24 hours a day. Average response times will be determined by adding all recent consecutive response times of Contractor (up to a limit of the fifteen most recent responses) and dividing by the number of responses.

Failure to respond to a request for service within 20 minutes may result in: (1) suspension of Contractor from the rotational list; (2) Contractor being placed at the bottom of the rotational list; or (3) cancellation of this Agreement, at the discretion of Town. Extenuating circumstances for delays, including but not limited to weather, severe traffic backup due to crash, additional accidents, may be taken into consideration by Town in its decision to take any action occasioned by Contractor's failure to respond within 20 minutes.

Each call to Contractor shall constitute one turn on the rotational list. After each call, Contractor shall be placed at the bottom of the rotation. Contractor shall forfeit its turn and be moved to the bottom of the list if: (1) Contractor fails to answer its telephone; or (2) Contractor is unable to respond or provide service; or (3) the call is cancelled due to excessive response time.

8. Release/Retention of Vehicles

When a Chino Valley Police officer instructs Contractor to tow a vehicle pursuant to A.R.S. § 28-3511, Contractor shall deliver said vehicle to the Town's storage yard located at 1950 Voss Dr., Chino Valley, Arizona. (See Paragraph 15 for additional requirements related to vehicles towed pursuant to A.R.S. § 28-3511).

It shall be Contractor's sole responsibility to determine that the vehicle is being released to the actual owner or authorized agent and shall not release a vehicle unless and until the owner or authorized agent has provided Contractor with a copy of the owner or authorized agent's valid driver's license, proof of insurance and current registration for the vehicle.

9. Business Licensing

Contractor shall maintain required state and Town licenses for the operation of its business within the Town of Chino Valley.

10. Compliance With State and Local Laws

Contractor shall at all times remain in compliance with all federal, state, and local laws relating to the operation of tow companies, including but not limited to, laws regarding reporting requirements on towed vehicles to federal, state, and local agencies.

Contractor shall submit all necessary reports to the Arizona Department of Transportation as required by A.R.S. §§ 28-4801 through 28-4884 *et al.* and any subsequent amendments thereto.

11. Records

Contractor shall maintain a record for one year on each vehicle towed by CVPD request. The record shall contain, at minimum, the following information:

- Location where the vehicle was picked up
- Location where the vehicle was taken (and other storage locations as applicable)
- Date and time of the pick up
- Date and time of release
- Name and address of the individual to whom the vehicle was released
- Make, model, and year of the vehicle
- License plate number and state of issue
- Vehicle identification number

If the vehicle is sold at auction, Contractor shall document, in writing, the date of auction, and the name and address of the person purchasing the vehicle at auction.

Contractor shall maintain records of itemized tow and storage billing statements.

Upon reasonable notice, Contractor shall permit during normal business hours:

- inspection of the vehicles and records required to be kept by this Agreement; and
- inspection of the storage facilities by any member of the CVPD; and

- audit of the records required to be kept by this Agreement at its place of business.

Within ten (10) days after release of a vehicle, Contractor shall notify YCSO Dispatch via facsimile at 928-771-3260.

12. Fees

Contractor shall not bill CVPD for any fees received from an individual owner of a towed vehicle. If Contractor receives any fees from an owner of a towed vehicle that has been billed to and/or paid by the CVPD, Contractor shall immediately remit such amounts to the CVPD.

13. Site Cleanup

Contractor shall be responsible for debris cleanup at the scene of accidents, including all vehicle parts, broken glass, dirt, sand and any other matter left in the roadway as a result of an accident. Contractor is responsible for retention of and/or appropriate disposal of accident debris. Failure to adequately cleanup a roadway may result in the driver or company being issued a citation or being charged pursuant to A.R.S. § 28-898 or § 28-7056 and possible removal of Contractor from the rotational tow list.

14. Cancellation of Tow Service Request

After Contractor has received a request for Service, CVPD may cancel the request at any time. If the request for cancellation is made prior to any portion of Contractor's equipment being physically attached to the vehicle to be towed, Contractor shall not charge for the Service. If this request is made subsequent to any portion of the tow vehicle's equipment being physically attached to the vehicle to be towed, Contractor may charge for the Service even if the vehicle is **not actually towed**.

15. Vehicles Towed Pursuant to A.R.S. § 28-3511.

The requirements set forth in this section apply only to vehicles towed pursuant to a request from a peace officer to remove and either immobilize or impound a vehicle pursuant to the provisions of A.R.S. § 28-3511.

Upon request from CVPD to tow a vehicle pursuant to A.R.S. §28-3511, Contractor shall tow, not drive, the vehicle to the Town's Storage Yard, located at 1950 Voss Dr., Chino Valley, AZ (the "Yard"). CVPD shall be liable for the vehicle and its contents while the vehicle is impounded at the Yard.

Contractor shall submit a written invoice to CVPD at the time of delivery for each vehicle it tows to the Yard. CVPD shall retain the invoice and, if a hearing is held and the vehicle released, collect the towing fee from the vehicle owner. Town shall notify Contractor of the release of the vehicle and shall remit Contractor's towing fee to Contractor within one month of collection.

If a vehicle is not released within 30 days of impoundment, Town shall contact Contractor and Contractor shall tow the vehicle to Contractor's storage facilities within one

business day of such notice without charge to Town. If the owner subsequently contacts Contractor requesting release of the vehicle, Contractor shall advise the vehicle owner of the requirement for a hearing. If a hearing is held, Town will collect its hearing fee and impound fees and notify Contractor that the vehicle is available for release. It is the responsibility of Contractor to collect its towing fees and any other impound fees incurred after removal from the Yard. Town is not responsible and will not pay towing fees for any vehicle that is not claimed by the owner and subsequently picked up by Contractor.

For any vehicle towed pursuant to A.R.S. § 28-3511 which Contractor obtains possession of (either through receipt of abandoned vehicle title or by virtue of the owner transferring title to Contractor), prior to disposing of the vehicle, Contractor shall provide CVPD with the following information:

- A complete description of the vehicle
- VIN number
- Department Report Number
- a clear copy of the title (front and back).

Upon receipt of this information, CVPD shall prepare a letter authorizing Contractor to take possession of the vehicle and dispose of it in compliance with A.R.S. § 28-3515.

EXHIBIT B**SERVICE RATE FEE SCHEDULE****AS OF _____, 2014****(Subject to Change)**

<i>Type of Service</i>	<i>Tasks Included</i>	<i>Fee</i>
Level 1 Service	Unlock Fuel Delivery (customer pay for fuel) Tire Change (up to ¾ ton) Jump Starts	\$ 55.00
Level 2 Tow*	Basic tow: Vehicle has keys; Wheels and tires operable. Vehicle under 9,000 lb GVW.	\$ 95.00
Level 3 Tow*	Accident tow: No keys; Wheels and tires inoperable; Winching under 50 feet from tow truck access. Vehicle under 9,000 lb GVW.	\$185.00
Level 4 Tow	Vehicles towed pursuant to A.R.S. § 28-3511; Vehicles towed as requested by CVPD	\$ 200.00
Large Vehicle Tows	9,001 – 16,000 lb GVW 16,001 – 26,000 lb GVW 26,001 – 80,000 lb GVW	\$ 95.00/hr port to port \$ 135.00/hr port to port \$ 175.00/hr port to port
Off-Road Recovery Rate/ Standby Rate***	After first ½ hour on scene or vehicle greater than 50 feet from tow truck access, Vehicle under 9,000 GVW	\$ 95.00
Recovery, Large Vehicles	9,001 – 16,000 lb GVW 16,001 – 80,000 lb GVW	\$ 150.00/hr \$ 250.00/hr
Daily Storage	Regular tow after first full 24-hour period	\$ 30.00
Daily Storage	Vehicles impounded pursuant to A.R.S. § 28-3511	\$ 15.00
After Hours Gate Fee**		\$ 65.00
Cost per loaded mile		\$ 4.50
Filing Fee		Not to exceed \$150.00
Fuel Surcharge	Rate will be recalculated based on EIA rates if diesel prices rise to \$4.50 per gal. or higher	15% of total service bill

* Level 2 and 3 tows include towing the vehicle inside the boundaries of the Town of Chino Valley. When the vehicle owner or agent requests vehicle be towed to a location outside the Town limits, "Cost per loaded mile" may be charged from the Town limits to the requested destination.

** After Hours Gate Fee will be charged only when the owner or agent of a vehicle requests entrance to the impound facility after normal business hours. It will not be charged when a tow is performed outside normal business hours.

*** Off-road Recovery fee will be charged only when a vehicle has to be recovered more than 50 feet from tow truck access and will be charged at the rate commensurate with the vehicle's registered GVW.

No other miscellaneous charges are allowed. These services shall be considered to be part of the towing fee and include, but are not limited to, such things as Snatch Block, Skates, no key, driveshaft removal, etc.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. a.**

Meeting Date: 03/11/2014

Department: Council

Item Type: Action

**Estimated length
of staff presentation:** None

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action with regard to establishing guidelines for Council-Town Attorney interaction.

RECOMMENDED ACTION:

Approve guidelines for Council-Town Attorney interaction.

SITUATION AND ANALYSIS:

Issue Statement

At the 2/25/2014 council meeting, the Chino Valley Town Council voted to discuss the “guidelines for Council/Attorney interaction” at a later meeting. The Council appeared to be comfortable with three of the discussion points, namely:

- #1 the use of the full Council giving direction at executive sessions and regular meetings,
- #2 legal opinions requested by individual members being given to the entire council
- #3 the attorney contacting individual members of the council to clarify agenda items which were brought up by that council member.

The item which was to be discussed at a later meeting was item #1b “instruction during the regular work week”.

Applicable “Policy”

30.067 Chino Valley Town Council Rules of Procedure

Satisfaction of “Policy”

N/A

Summary of Issues and Staff Rationale

N/A

Findings of Fact

N/A

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Article: "Using Your Municipal Attorney Effectively"

The League's monthly
online newsletter

Issue 123 • July 2013



League of Arizona
Cities AND Towns

Connection

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Connection frontpage

Legal Corner: Using your Municipal Attorney Effectively

By: William Bock, General Counsel,
League of Arizona Cities and Towns

July 2013

Every city and town in Arizona has either a city or town attorney. Sometimes, the attorney is a contracted attorney in private practice. In other cities or towns, there is an in-house attorney who is likely working under a contract with the city or town council.



In some of the larger cities, there is a city attorney, and a staff of assistant city attorneys. There are no statutory duties set forth for municipal attorneys. It is possible that your city charter, or your city or town ordinances may have the duties and responsibilities of your attorney spelled out.

But in general, your municipal attorney has been hired to meet the legal needs of the city or town. Those needs typically include giving legal advice to the governing body and other boards and commissions; drafting ordinances and resolutions, deeds, contracts and other legal documents; representing the municipality in legal proceedings and litigation; attend governing body meetings.

There are ways that you can use your municipal attorney to get the maximum benefit from their legal advice and expertise. In all of my years of representing municipal governments, I would say the number one most helpful practice would be to involve your attorney early in any project or issue. That will allow your attorney to guide you on a proper legal path, and avoid getting into legal trouble.

Even though it was in a large law office, and may not be possible in smaller cities and towns with only one attorney, I encouraged all of the attorneys working for me at the city of Phoenix to invite themselves to the management staff meetings in the department or departments that each attorney represented. That way the attorney could sit and listen, like a fly on the wall, to what the department was working on. Even if the attorney came just to listen, usually, since the attorney was already at the meeting, people would ask questions. That interaction allowed the attorney to provide guidance very early in the game, and perhaps eliminate trouble later on.

Following is an article, written by Claire M. Silverman, the legal counsel for the Wisconsin League of Municipalities. She has graciously allowed me to reprint this article here. It sets forth many tips for using your municipal attorney effectively.

October 2012 Article

Tips For Using Your Attorney More Effectively

The following list is not intended to be exhaustive but, rather, is a starting point for using your municipal attorney effectively.

1. Remember that you and the municipal attorney are on the same team.

The municipal attorney should not be viewed as an obstructionist. It is the municipal attorney's job to protect the municipality by identifying potential legal problems and to assist the municipality so that it exercises its powers in a lawful manner. If you have specific goals, clearly communicate those goals to the attorney. It may be that the goal itself is unlawful. In that case, it is better to know that in advance in order to protect the municipality from liability. However, most often the end goal is legitimate and there are a variety of ways to achieve the desired result. The means of achieving the goal are less important than reaching the desired result, but using the wrong means can have significant legal consequences. Consult with the municipal attorney and allow the attorney to identify the various legal ways to achieve the desired result and the benefits and pitfalls of taking a particular route. Be open to the attorney's suggestions.

2. Remember who the client is.

Municipal officials should bear in mind that the municipal attorney's client is the municipality, acting through its governing body, and not the individual officers or employees. Because the municipality is the client and it is often unclear who can speak or act on behalf of the municipality, it can be

helpful for both the attorney and municipal officials if the governing body develops clear guidelines regarding who can contact the municipal attorney and under what circumstances it is appropriate to do so. Individual officers and employees must understand that they themselves are not the attorney's client and that the municipal attorney may not be able to keep everything told to the attorney confidential. Moreover, officials and employees should not attempt or expect to persuade the municipal attorney to act in a manner that is inconsistent with the attorney's obligation to the client, the municipality.

3. Involve your municipal attorney early.

When a municipality does not have in-house counsel, local officials are sometimes reluctant to call the municipal attorney because it costs money. Although the cost of legal services is a valid concern and it's unnecessary to call the municipal attorney for every little thing, the best advice is don't be penny-wise and pound-foolish. There are many times when an early request for legal assistance can save money and unnecessary headaches down the road.

Consult the municipal attorney whenever the municipality or its officers and employees are the subject of or receive legal documents such as complaints or subpoenas. Legal advice is also warranted whenever municipalities must follow specific statutory procedures in order to exercise certain powers - e.g., annexation of property, creating tax increment finance districts, imposing special assessments and impact fees, razing of buildings, zoning and platting matters, revocation of licenses. It's also wise to consult the attorney when failure to take adequate steps to protect the municipality can result in significant expense for the municipality. For example, in matters relating to development, failure to secure the necessary protections can leave a municipality responsible for making substantial and expensive improvements, completing unfinished work or redoing shoddy work.

Finally, it's also a good idea to seek legal advice whenever the municipality will be bound by contracts or other negotiations. With regard to significant contracts or negotiations, it's important to involve the attorney early, before all the details have been worked out. Once a deal is ready to be concluded, it gains a momentum of its own and it is very difficult for an attorney who is brought in towards the end of the deal to have meaningful input. Furthermore, when an attorney is brought in late and then spots a number of legal issues and potential problems, it is much more expensive to address the problems and remedy them. Moreover, if the potential problems are not addressed and later become actual problems or lead to litigation, legal assistance becomes truly expensive.

4. Prepare before speaking or meeting with your municipal attorney.

Just as a good lawyer should prepare to meet with a client, a client can and should spend time preparing to meet with an attorney. Doing your homework before meeting with the attorney will give the municipality the best value for the money it spends on legal services. The attorney often comes into a situation knowing very little about it. Take time, before meeting with the attorney, to identify and document the pertinent facts, and to identify what you think the important issues and concerns are. Understand what the municipality's objectives are and be prepared to explain them to the attorney.

5. Be very clear regarding expectations.

Have a clear idea regarding the importance of the matter and convey those expectations to the attorney. Think about the role you expect the municipal attorney to play. Should the attorney write a formal opinion letter laying out the relevant facts and explaining the various options? Should the attorney draft certain legal documents? Is the matter a minor one where the attorney is being used primarily as a sounding board? Make sure the attorney understands the priority of the matter - low, intermediate or high - and that you explain what the municipality's time frame is regarding the matter and when the answer or work product is needed.

6. Plan ahead for legal services.

Give the attorney adequate time to research issues and answer questions. Don't demand an immediate response from the municipal attorney at a meeting. Municipal law is not a compact, well-defined body of law. Rather, municipal law includes a vast number of areas such as annexation, contracts, employment law, powers of governmental bodies, platting, zoning, open meeting and public record laws, public utilities (just to mention a few). Provisions relating to municipal law are complex and are sprinkled throughout the statutes, both federal and state, and in administrative regulations. On top of that, there is often case law where the courts have interpreted these provisions. The municipal attorney should not be expected to have all the various provisions memorized or to shoot from the hip.

7. Provide the attorney with the necessary resources to do the job requested or clearly limit the scope of the job.

Don't ask your attorney to do a quick review of complex documents or just "look things over." If a review is to be

meaningful, it is necessary to allow the attorney to take the time and measures necessary to do the job. The municipal attorney can commit malpractice by doing an inadequate job. Therefore, it is only fair to give the attorney some express indication if the attorney's review is intended to be limited in its scope.

8. Be candid with your municipal attorney

Disclose all the pertinent facts and don't be selective. Although being selective in what you tell the municipal attorney may get you the answer you want, it may have significant consequences for the municipality later. With careful thought and planning, a good attorney can deal with bad facts. However, it is very difficult for an attorney to deal with damaging facts when the attorney is blindsided later in the process. In all likelihood, damaging or unfavorable facts will eventually be revealed, so be candid with your municipal attorney and make sure the attorney is aware of all relevant facts so he or she can figure out how they weigh in the equation and deal with them accordingly.

9. Understand that your municipal attorney cannot always give a concrete answer.

Contrary to popular opinion, attorneys do not like to waffle. Attorneys like to be able to advise their clients with certainty but quite often the law does not provide a clear-cut answer to a legal question. Although your municipal attorney should be able to analyze the law in a given area and make an educated prediction regarding the likely outcome, there are times when the attorney will not feel comfortable making a prediction because it is too close for the attorney to call. In those situations, it is reasonable for the attorney to explain the relevant law and why the question is too close to call. The attorney should also explain the consequences given several different outcomes.

10. Remember that lawyers are legal advisors, not policy makers.

The municipal attorney is a legal advisor and it is the attorney's job to help the municipality see what the options are and what the benefits and disadvantages might be of proceeding in a given way. The municipal attorney should not be pulled into politics and should be allowed to maintain independence and objectivity so that the attorney can give the correct legal answer rather than the desired legal answer. Once the legislative body has decided which way to proceed, the municipal attorney can then implement the plan and make sure the municipality carries out its powers lawfully.

Conclusion

The municipal attorney is a valuable part of any municipal team and, when used effectively, can do a lot to help the municipality carry out its responsibilities and lawfully achieve its goals while at the same time protecting the municipality and its officers and employees from significant liability.



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<http://www.leagueaz.org/connection/2013/0713/>

If you have ideas for this newsletter or encounter difficulty reading this email,
please contact Amy Price at aprice@azleague.org with your concerns.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. b.**

Meeting Date: 03/11/2014
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 14-1025, opposing the legalization of marijuana.

RECOMMENDED ACTION:

Adopt Resolution No. 14-1025, opposing the legalization of marijuana.

SITUATION AND ANALYSIS:

MATFORCE, the Yavapai County Substance Abuse Coalition, is the primary sponsor of a resolution opposing the legalization of recreational marijuana. The County Attorney has requested that Yavapai County communities join in sponsoring this resolution as quickly as possible to show that Yavapai County has a united front and will, hopefully, set the example for the rest of the state.

MATFORCE has been in existence in Yavapai County since 2005, with the goal of reducing substance abuse in the county. The organization's membership consists of law enforcement agencies, County Attorney's Office., medical professionals, substance abuse counselors, probation departments, politicians, concerned citizens and many others. The organization has been instrumental in shutting down the sale of synthetic drugs such as spice and bath salts in Yavapai County as well as pushing for reforms in the over prescribing of prescription medications, which make their way into the illicit market.

The Resolution only addresses the legalization of recreational marijuana and has nothing to do with the existing medical marijuana law.

This resolution is already scheduled on agendas for the following communities: Prescott, Prescott Valley, Camp Verde, Yavapai County Board of Supervisors. The resolution has also already been passed by approximately 30 Native American Tribal groups within Arizona.

On the attached resolution MATFORCE has provided references and sources for the items addressed in the resolution.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Resolution 14-1025

Resolution, MATFORCE template with references

RESOLUTION NO. 14-1025**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI,
ARIZONA, OPPOSING THE LEGALIZATION OF MARIJUANA**

WHEREAS, we are committed to the success and positive future of our youth; and

WHEREAS, marijuana, like cigarettes, is addictive; and

WHEREAS, teen use of marijuana has been on the rise in Arizona since 2007; and

WHEREAS, marijuana use is harmful to the adolescent brain, affecting the parts of the brain that influence pleasure, memory, thinking, concentration, sensory and time perception, and coordinated movement; and

WHEREAS, teens who smoke marijuana regularly can see an 8 point drop in IQ by the time they reach 38 putting a person of average intelligence into the lowest third of the IQ range; and

WHEREAS, marijuana use can lead to high school dropout and failure in college; and

WHEREAS teens who use marijuana heavily are more likely to develop mental illness such as schizophrenia; and

WHEREAS marijuana use reduces inhibitions and can lead to risky behaviors, distorted perception, impaired coordination, and can cause difficulty with thinking, problem-solving and difficulty with learning and memory; and

WHEREAS, according to the 2012 Arizona Youth Survey:

- 2012 was the first time in Arizona's history that past 30-day use of marijuana by teens surpassed their use of cigarettes;
- Arizona's teens are getting younger for first use of marijuana;
- The perception of marijuana's risks by Arizona's youth, both users and non-users of marijuana, is decreasing and their use is increasing; and

WHEREAS, if marijuana were legalized, an additional 32,000 high school students in Arizona would be more likely to use marijuana;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that we oppose the legalization of recreational marijuana; and

BE IT FURTHER RESOLVED that we support public education on the harms of marijuana, and proven prevention interventions such as community-based drug prevention efforts, drug treatment courts, offender re-entry programs and probation reform; and further supports making drug treatment available to all who need it.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that is any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 11th day of March, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1025 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on March 11, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

RESOLUTION OPPOSING THE LEGALIZATION OF MARIJUANA

PRIMARY SPONSOR: MATFORCE, the Yavapai County Substance Abuse Coalition

WHEREAS we are committed to the success and positive future of our youth; and

Whereas marijuana, like cigarettes, is addictive;ⁱ and

WHEREAS teen use of marijuana has been on the rise in Arizona since 2007;ⁱⁱ and

WHEREAS marijuana use is harmful to the adolescent brain, affecting the parts of the brain that influence pleasure, memory, thinking, concentration, sensory and time perception, and coordinated movement;ⁱⁱⁱ and

WHEREAS teens who smoke marijuana regularly can see an 8 point drop in IQ by the time they reach 38 putting a person of average intelligence into the lowest third of the IQ range;^{iv} and

WHEREAS marijuana use can lead to high school dropout and failure in college;^v and

WHEREAS teens who use marijuana heavily are more likely to develop mental illness such as schizophrenia;^{vi} and

WHEREAS marijuana use reduces inhibitions and can lead to risky behaviors, distorted perception, impaired coordination, and can cause difficulty with thinking, problem-solving and difficulty with learning and memory;^{vii} and

WHEREAS, according to the 2012 Arizona Youth Survey, ^{viii}

- 2012 was the first time in Arizona's history that past 30-day use of marijuana by teens surpassed their use of cigarettes; and
- Arizona's teens are getting younger for first use of marijuana; and
- The perception of marijuana's risks by Arizona's youth, both users and non-users of marijuana, is decreasing and their use is increasing; and

WHEREAS, if marijuana were legalized an additional 32,000 high school students in Arizona would be more likely to use marijuana.^{ix}

NOW, THEREFORE, BE IT RESOLVED that we oppose the legalization of marijuana; and

BE IT FURTHER RESOLVED that we support public education on the harms of marijuana, and proven prevention interventions such as community-based drug prevention efforts, drug treatment courts, offender re-entry programs and probation reform; and further support making drug treatment available to all who need it.

Signed this _____ day of _____, 201__.

By: _____

(Add signature pages as needed)

REFERENCES AND SOURCES:

ⁱ National Survey on Drug Use and Health, SAMHSA 2011; NIDA: Is Marijuana Addictive? <http://www.drugabuse.gov/publications/drugfacts/marijuana>.

ⁱⁱ Arizona Youth Survey 2012.

ⁱⁱⁱ National Institute of Drug Abuse. <http://www.drugabuse.gov/publications/drugfacts/marijuana>. How Does Marijuana Affect the Brain?

^{iv} Persistent Cannabis Users Show Neuropsychological Decline From Childhood to Midlife," Madeline H. Meier, Avshalom Caspi, et al. Published October 2, 2012 in the *Proceedings of the National Academy of Sciences of the United States of America*, vol. 109 no. 40. <http://today.duke.edu/2012/08/potiq>; See also National Institute on Drug Abuse (NIDA). <http://www.drugabuse.gov/news-events/nida-notes/2013/08/early-onset-regular-cannabis-use-linked-to-iq-decline>. <http://www.drugabuse.gov/about-nida/directors-page/messages-director/2012/09/marijuanas-lasting-effects-brain>; Video with Dr. Meier explaining study: http://www.drugabuse.gov/videos/nida-notes-researchers-speak-dr-madeline-meier-marijuana-iq?utm_source=Updates&utm_medium=ConstantContact&utm_content=08.28.2013&utm_campaign=NIDANotes; http://www.sciencecodex.com/heavy_marijuana_users_have_abnormal_brain_structure_and_poor_memory-124881;

^v <http://www.cadca.org/resources/detail/two-new-studies-conclude-marijuana-use-connected-college-failure>.

^{vi} <http://www.drugabuse.gov/publications/marijuana-abuse/there-link-between-marijuana-use-mental-illness>; <http://www.health.harvard.edu/blog/teens-who-smoke-pot-at-risk-for-later-schizophrenia-psychosis-201103071676>; <http://www.psychologytoday.com/blog/the-athletes-way/201312/heavy-marijuana-use-alters-teenage-brain-structure>.

^{vii} National Institute of Drug Abuse, <http://www.drugabuse.gov/publications/drugfacts/marijuana>. How Does Marijuana Affect the Brain?

^{viii} www.azcjc.gov › Home › Statistical Analysis Center.

^{ix} The Partnership Attitude Tracking Study (PATs): Teens and Parents, 2012; ACJC Arizona Youth Survey, 2012.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. c.**

Meeting Date: 03/11/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Utilities System

AGENDA ITEM TITLE:

Consideration and possible action to approve change order number 2 to contract with Economists.com an amount not to exceed \$9,500.00 to prepare the additional financial analysis to look at the impacts of the Prescott Water Acquisition, Wastewater Treatment Plant Acquisition, and a capital improvement project on the existing and future utility rates.

RECOMMENDED ACTION:

Approve change order number 2 to contract with Economists.com an amount not to exceed \$9,500.00 to prepare the additional financial analysis to look at the impacts of the Prescott Water Acquisition, Wastewater Treatment Plant Acquisition, and a capital improvement project on the existing and future utility rates.

SITUATION AND ANALYSIS:

On October 8, 2013, the Town executed a professional services contract with Economist.com to perform an update on the valuation of the City of Prescott water system. Once a draft of the valuation of the report was available, staff met with the Economist.com team members and it became obvious that some additional financial work was necessary in order to bring a complete evaluation of the project to a conclusion.

The current utilities rate plan (adopted on February 12, 2013 with resolution 13-1005) calls for rate increases to both water and sewer customers over the next five years. Currently, the Town has implemented two of the five rate increases. Based on input received by both the Town Council and the town staff, these rate increases have not been well received by the customer base. Through work previously prepared by Walker Consulting and Economist.com, we have demonstrated that a nominal general obligation bond has ability to allow the Town forego the last two years (years four and five) of the rate increases.

Economist.com has completed their valuation of the City of Prescott (COP) water distribution system. The system was valued using common, yet different, methodologies and has determined its value to be:

RCNLD Value	\$3,027,145
Financial-DCF	\$2,786,104

The study has shown that cost of connecting the COP water system into the Town of Chino Valley’s water system is approximately \$1.1M. Further, Economist.com has demonstrated that by acquiring the entire COP customer base the revenues generated to the Town of Chino Valley will cover the revenue bonds necessary to generate the funds to purchase the system at \$3.027M and fund the capital of \$1.1M for a total project cost of \$4.127M.

At the Council study session on February 20th, Council gave the direction to have further financial analysis prepared that will look at various alternatives associated with the various options that the Town faces. For example, perform the analysis to determine if the cost of the acquisition of the COP water system, the wastewater treatment plant, and extending water and sewer between Road 2 North and Road 3 North along Highway 89, funded by a general obligation bond, will allow the Town to forego all three of the proposed water and sewer rate increases. Perform an analysis on what will be the minimum number of new commercial water and sewer customers to allow the project to breakeven. Once the COP water system has been acquired, the acquisition of the Wilhoit Water Company is very simple. What effect will bringing on these 100 water customers have on the proposed utilities rates.

This change order will allow for each of the proposed options to be analyzed and give the Council good information to assist in their future decisions. Economist.com has included in their costs two Council presentations in order to take Council comments and present refined information.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available: 9,500
Funding Source:
Funds to come from the Professional Services Line in the Water Enterprise Fund.

Attachments

Economists.com Change Order # 2

EXHIBIT E **CHANGE ORDER**

CHANGE ORDER NO. 2

Distribution: TOWN [x]
CONSULTANT [x]
OTHER []

PROJECT: Prescott Valuation_____

DATE: February 26, 2014

OWNER: Town of Chino Valley

CONSULTANT: Economist .com

AGREEMENT DATED: March 11, 2014

CHANGES: The Agreement is changed as follows:
See attached

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance.

The original compensation was \$55,160.00

Net change by previously authorized Change Orders \$5,000.00

The compensation prior to this Change Order was N/A

The compensation will be increased by this Change Order in the amount of
\$9,500

The new compensation under the Agreement including this Change Order will be
\$69,660.00

The Contract Time will increase by None

ACCEPTANCE STATUS:

Consultant
By _____

Town of Chino Valley
By _____

Date _____

Date _____

Portland

Dallas



February 24, 2014

Mr. Ron Grittman
 Town Engineer
 Town of Chino Valley, Arizona
 1020 W. Palomino
 Chino Valley, AZ 86323

Dear Mr. Grittman:

Thank you for allowing **Economists.com** the opportunity to present this proposal for water and wastewater utilities economic and financial consulting services for the Town of Chino Valley, Arizona ("The Town").

Economists.com is an economic and financial consulting firm with offices in Dallas, Texas and Portland, Oregon. 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. Our specific water and wastewater services include:

- **Water and Wastewater Rate Studies**
- Sanitation Rate Studies
- Economic evaluation of water resources
- Water Planning and Management
- Connection and Impact Fee Studies
- Expert Witness Testimony on Reasonableness of Rate Structure
- Resource Allocation Studies
- Privatization Analysis
- Economic Impact and Development Studies

More information is available on our firm and professionals at our web site, www.economists.com. We are proud to have served as the Town's rate consultants for the past eight years and look forward to continuing to provide such service to the Town.

It is our understanding that the Town is seeking to review various financing options regarding future infrastructure development, operations and acquisitions. The Town intends to acquire 656 water accounts from the City of Prescott, and to acquire the FANN wastewater treatment plant as well. The Town also intends to examine the potential merits of acquiring Wilhoit Water Company accounts. Finally, the Town would like to analyze the impact of extending water and sewer between Road 2 North and Road 3 North along Highway 89.

5500 Democracy Drive, Suite 130, Plano, Texas 75024
 Office: (972) 378-6588 ♦ Fax: (972) 378-6988
 Web Site: www.economists.com

There are many options for financing these acquisitions and extensions. This includes the potential issuance of revenue bond debt, special improvement districts, hookup fees and tax-related debt, and/or various combinations of these. The Town seeks to analyze the implications of each of these potential alternatives on existing and future residents and ratepayers of the Town. In particular, should the Town use GO bond debt to fund these acquisitions, would the resulting cash flows from operational savings and acquired accounts be sufficient to cancel scheduled future rate adjustments?

We will assist the Town by calculating the financial impact of these various scenarios on ratepayers as well as the overall impact on the Town's water and wastewater utility. This will involve meeting with Town staff and its consultants to develop reasonable growth projections, analyzing usage patterns, and revising our comprehensive water and wastewater rate and financial model to examine each of these scenarios.

We will prepare various scenarios based on the preferences of Town staff, management, Council and advisors. We will be available to present our findings to the Town Council and ratepayers, should the Town so choose.

I will serve as Project Manager for this engagement and will have sole responsibility for its successful outcome. I will also utilize the services of Ms. Becky Schafer, Senior Manager.

Because the extent of the analysis and various scenarios to be evaluated is not known at this time, we are unable to provide a fixed fee estimate for our professional fees and expenses. Therefore we proposed to bill on a time and expense basis for tasks specifically requested of us. My billing rate is \$195 per hour, and Ms. Schafer's billing rate is \$160 per hour. Out of pocket expenses will be billed at cost. We proposed to set a cap for our services at not to exceed \$9,500. We pledge to keep our billings to a reasonable minimum, and we understand that all tasks are to be approved by you in advance.

If this proposal is acceptable to you, please execute one copy of this letter and return it to our Dallas office. Thank you for this opportunity; we look forward to working with the Town of Chino Valley again.

Very Truly Yours,



Dan V. Jackson
Managing Director

ACCEPTED BY:

Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. d.**

Meeting Date: 03/11/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to award trucking services to Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

RECOMMENDED ACTION:

Award trucking services to Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

SITUATION AND ANALYSIS:

On February 13, 2014 bids were opened for the service of providing trucking services to haul aggregates for the Town. Two bids were received for this service. The low bid was received from Corbin, Inc. (C & R Trucking) located in Chino Valley. The Town has used Corbin Inc. in the past and their work has always been satisfactory

Summary of Bids:

	Corbin Inc.	Fann Contracting Inc.
Haul aggregate from Cemex in Prescott Valley to Public Works Yard on Voss Drive	\$6.25/ton	\$9.95/ton
Haul aggregate from various Plants to Chino Valley projects		
10 wheel, 12 ton	\$70.00/hour	\$75.00/hour
14 wheel, 18 1/2 ton	\$80.00/hour	No Bid
16 wheel, 21 ton	\$85.00/hour	No Bid

Belly dump 23 ton	\$80.00/hour	\$95.00/hour
End dump 23 ton	\$85.00/hour	No Bid

Percent reduction for any Town caused down	40%	20%
In excess of 1 hour		

Typically this bid would be awarded to the single lowest responsible bidder. Staff felt that by awarding Fann Contracting as a secondary hauler, the Town would have the flexibility to secure hauling services in the event that the primary hauler is unable to perform. Staff does not believe that there will be significant use of the secondary hauler, however, this type of award allows for it in the sole event that Corbin, Inc. is unable to perform.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Funds to come from Public Works for road projects or other departments that may need trucking services.

Attachments

Bid Tab Corbin

Bid Tab Fann

IMPORTANT PROPOSER'S CHECK LIST

- ☐ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- ☐ 7. The mailing envelope/package has been addressed to:

Town of Chino Valley Public Works Office
Attn: Richard Straub
1982 Voss Drive, #201
Chino Valley, Arizona 86323
- ☐ 8. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 9. The proposal is submitted in time to be received and stamped in by Public Works's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
TRUCKING AND HAULING SERVICES
FOR THE TOWN OF CHINO VALLEY, ARIZONA

Chino Valley intends to purchase trucking and hauling services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the Town of Chino Valley Public Works Office, 1982 Voss Drive, Chino Valley, Arizona 86323, until 3:00 p.m., on February 13, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.chinoaz.net or by contacting Richard Straub, telephone no. (928) 636-7140 or 1982 Voss Drive, Chino Valley, AZ 86323.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Trucking and Hauling Services – Public Works Office, Solicitation #2014-2."

1.5 Pre-Proposal Conference: N/A

1.6 Town's Right to Reject Proposals: The Town of Chino Valley reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Chino Valley. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Chino Valley and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as

trade secrets and other proprietary data, must be made known in writing to Chino Valley in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Chino Valley will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Chino Valley will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 10 days after the day of the opening of proposals, but Chino Valley may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Chino Valley. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Chino Valley may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Town Senior Engineering Project Manager, Richard Straub (928) 636-7140 in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Chino Valley website at www.chinoaz.net.

1.14 Proposal Bond: None required.

1.15 General Evaluation Standards:

1.15.1 Chino Valley seeks to obtain the services described in the Scope of Work. Chino Valley will evaluate proposals on the selection criteria set forth below. Chino Valley will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Town or other local governmental entities
- C. Price
- D. Number of trucks available on 24-hour advance notice
- E. Insurability
- F. Location of firm's mechanic shop office and truck location

1.15.2 Waiver and Rejection Rights. Chino Valley reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Chino Valley reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location; Truck location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references
- H. Document experience in Chip Seal Operations

Subcontractors: Subcontracting not allowed.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on

the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Chino Valley shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Chino Valley. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The term of this Agreement shall be for one (1) year, commencing on the date of execution of the Agreement. All services identified herein shall be completed to the satisfaction of the Town no later than December 31, 2014. This Contract may be renewed for up to five (5) additional one-year terms upon written agreement of the Parties.

2.2 Bonds: Not required.

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to _____ percent (____%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.

A Payment Bond in an amount equal to _____ percent (____%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Chino Valley, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 Contractor will provide equipment and trucking services to haul aggregate from the Cemex Prescott Valley Plant to Chino Valley Public Works Yard, haul aggregate from the Public Works yard to various chip seal sites and hauling aggregate from various other sites to project sites in Chino Valley using the following types of equipment.

- 10 wheel minimum 12 ton equipped with chip attachment
- 14 wheel minimum 18 ½ ton equipped with chip attachment
- 16 wheel minimum 21 ton equipped with chip attachment
- Belly dump minimum 23 ton
- End dump minimum 23 ton.

3.2 Contractor shall have available and be able to furnish a minimum of five (5) large capacity trucks 12 tons or larger.

3.3 Contractor shall respond to all Town requests for services within 24 hours, except as may be waived by Town where there is an intervening weekend or holiday or other circumstances where the Town is able to provide more notice.

3.4 Contractor shall provide an owner or manager to operational check the efficiency of trucks on a daily basis when used on Chino Valley projects.

3.5 All trucks being used for Town Services shall, at all times, not exceed the applicable legal weight limit.

3.6 Starting time shall be at the source of the aggregate or at the Town's staging area, at the Town's discretion.

3.7 Fuel surcharges are not permitted. Increases in fuel cost for extended year contracts subject to council approval.

3.8 Trucks not performing to Town's satisfaction may be removed from the job at Town's sole discretion and determination.

3.9 Town shall not be billed for nor shall Contractor invoice for vehicles that are out of service.

3.10 Chip seal trucks shall be equipped with chip seal spreader attachments as approved by the Town.

3.11 Trucks hauling by the hour or ton shall operate at a normal, legal highway speed with no unnecessary stops or delays.

3.12 Subcontracting will not be allowed.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening February 13, 2014 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: Proposal Bid Schedule.

1. Haul aggregate from Cemex Prescott Valley plant to Public Works yard at 1982 Voss Drive.

Hauling cost per ton	\$ 6.25
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2. Haul aggregate from various plant / stock pile sites to project sites in the Town of Chino Valley.

10 wheel, minimum 12 ton/chip attachment – Cost per hour	\$ 70
14 wheel, minimum 18 ½ ton/chip attachment – Cost per hour	\$ 80
16 wheel, minimum 21 ton/chip attachment – Cost per hour	\$ 85
Belly Dump, minimum 23 ton – Cost per hour	\$ 80
End Dump, minimum 23 ton – Cost per hour	\$ 85
List percent reduction for any Town caused down time in excess of one hour - % reduction in above prices	40 %

Total yearly fee shall not exceed \$100,000.00

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Chino Valley within ten (10) days after Chino Valley's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
County of Yavapai)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or

**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- ☐ 7. The mailing envelope/package has been addressed to:

Town of Chino Valley Public Works Office
Attn: Richard Straub
1982 Voss Drive, #201
Chino Valley, Arizona 86323
- ☐ 8. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 9. The proposal is submitted in time to be received and stamped in by Public Works's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
TRUCKING AND HAULING SERVICES
FOR THE TOWN OF CHINO VALLEY, ARIZONA

Chino Valley intends to purchase trucking and hauling services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the Town of Chino Valley Public Works Office, 1982 Voss Drive, Chino Valley, Arizona 86323, until 3:00 p.m., on February 13, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.chinoaz.net or by contacting Richard Straub, telephone no. (928) 636-7140 or 1982 Voss Drive, Chino Valley, AZ 86323.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Trucking and Hauling Services – Public Works Office, Solicitation #2014-2."

1.5 Pre-Proposal Conference: N/A

1.6 Town's Right to Reject Proposals: The Town of Chino Valley reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Chino Valley. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Chino Valley and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as

trade secrets and other proprietary data, must be made known in writing to Chino Valley in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Chino Valley will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Chino Valley will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 10 days after the day of the opening of proposals, but Chino Valley may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Chino Valley. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Chino Valley may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Town Senior Engineering Project Manager, Richard Straub (928) 636-7140 in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Chino Valley website at www.chinoaz.net.

1.14 Proposal Bond: None required.

1.15 General Evaluation Standards:

1.15.1 Chino Valley seeks to obtain the services described in the Scope of Work. Chino Valley will evaluate proposals on the selection criteria set forth below. Chino Valley will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Town or other local governmental entities
- C. Price
- D. Number of trucks available on 24-hour advance notice
- E. Insurability
- F. Location of firm's mechanic shop office and truck location

1.15.2 Waiver and Rejection Rights. Chino Valley reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Chino Valley reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location; Truck location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references
- H. Document experience in Chip Seal Operations

Subcontractors: Subcontracting not allowed.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on

the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Chino Valley shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Chino Valley. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term: Renewal. The term of this Agreement shall be for one (1) year, commencing on the date of execution of the Agreement. All services identified herein shall be completed to the satisfaction of the Town no later than December 31, 2014. This Contract may be renewed for up to five (5) additional one-year terms upon written agreement of the Parties.

2.2 Bonds: Not required.

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to _____ percent (____%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.

A Payment Bond in an amount equal to _____ percent (____%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Chino Valley, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 Contractor will provide equipment and trucking services to haul aggregate from the Cemex Prescott Valley Plant to Chino Valley Public Works Yard, haul aggregate from the Public Works yard to various chip seal sites and hauling aggregate from various other sites to project sites in Chino Valley using the following types of equipment.

- 10 wheel minimum 12 ton equipped with chip attachment
- 14 wheel minimum 18 ½ ton equipped with chip attachment
- 16 wheel minimum 21 ton equipped with chip attachment
- Belly dump minimum 23 ton
- End dump minimum 23 ton.

3.2 Contractor shall have available and be able to furnish a minimum of five (5) large capacity trucks 12 tons or larger.

3.3 Contractor shall respond to all Town requests for services within 24 hours, except as may be waived by Town where there is an intervening weekend or holiday or other circumstances where the Town is able to provide more notice.

3.4 Contractor shall provide an owner or manager to operational check the efficiency of trucks on a daily basis when used on Chino Valley projects.

3.5 All trucks being used for Town Services shall, at all times, not exceed the applicable legal weight limit.

3.6 Starting time shall be at the source of the aggregate or at the Town's staging area, at the Town's discretion.

3.7 Fuel surcharges are not permitted. Increases in fuel cost for extended year contracts subject to council approval.

3.8 Trucks not performing to Town's satisfaction may be removed from the job at Town's sole discretion and determination.

3.9 Town shall not be billed for nor shall Contractor invoice for vehicles that are out of service.

3.10 Chip seal trucks shall be equipped with chip seal spreader attachments as approved by the Town.

3.11 Trucks hauling by the hour or ton shall operate at a normal, legal highway speed with no unnecessary stops or delays.

3.12 Subcontracting will not be allowed.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening February 13, 2014 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: Proposal Bid Schedule.

1. Haul aggregate from Cemex Prescott Valley plant to Public Works yard at 1982 Voss Drive.

Hauling cost per ton	\$ 9.95
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2. Haul aggregate from various plant / stock pile sites to project sites in the Town of Chino Valley.

10 wheel, minimum 12 ton/chip attachment – Cost per hour	\$ 75.00
14 wheel, minimum 18 ½ ton/chip attachment – Cost per hour	\$
16 wheel, minimum 21 ton/chip attachment – Cost per hour	\$
Belly Dump, minimum 23 ton – Cost per hour	\$ 95.00
End Dump, minimum 23 ton – Cost per hour	\$
List percent reduction for any Town caused down time in excess of one hour - % reduction in above prices	10 %

Total yearly fee shall not exceed \$100,000.00

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Chino Valley within ten (10) days after Chino Valley's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

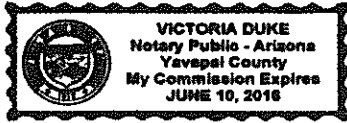
State of Arizona)
) ss.
County of Yavapai)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or

implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos None issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).



[Signature]
Name
President
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day of February, 2014, by Michael Fann.

[Signature]
Notary Public

My Commission Expires:

June 10, 2016



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. e.**

Meeting Date: 03/11/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Del Rio School

AGENDA ITEM TITLE:

Consideration and possible action to approve the intergovernmental agreement between the Chino Valley Unified School District and Town of Chino Valley for the project management and construction of the adjacent ways project at Del Rio and Heritage Schools.

RECOMMENDED ACTION:

Approve the intergovernmental agreement between the Chino Valley Unified School District and Town of Chino Valley for the project management and construction of the adjacent ways project at Del Rio and Heritage Schools.

SITUATION AND ANALYSIS:

In 2010, town staff, working with Chino Valley School District staff, engineered and constructed the curb, gutter, and sidewalk across the frontage of the Chino Valley High School along Center Street. This project was funded by the School District under their adjacent ways program. The School District lacks the professional engineering staff to perform project and construction management.

The current operation of student drop-off at Del Rio and Heritage Schools causes traffic to back-up and grid lock along Road 1 West and Road 2 North. This IGA will to develop, engineer, and construct, using adjacent ways funds, improvements to Road 1 West and Road 2 North that will better address traffic flow at these facilities.

The final improvements are yet to be determined, however the intent of the project is to allow for better traffic flow as parent's drop-off their children for school. Separation of bus and passenger traffic, along with traffic flow, will be examined. Once the final improvements are

agreed upon by both the School and the Town, the project will be bid and awarded through the Town of Chino Valley for construction. A total fund for this project is \$200,000.00 including both engineering and construction.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 07-70-5413

Available: \$200,000

Funding Source:

Funds to come from a \$200,000 from the Chino Valley School District Adjacent Ways Program and will be accounted for in the Grants Fund.

Attachments

CVSD letter & IGA

HuFFORD, HoRSTMAN, MaNGINI, PARNELL, TucKER PC *attorneys at law*

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Eve A. Pamell
R. Geld Tucker
Samantha B. Kelly
Michael E. Mangini
Sara F. Powell
of Counsel

Via Email and First-Class Mail

September 9, 2013

John Scholl
Director of Support Services
Chino Valley Unified School District
P.O. Box 225
Chino Valley, AZ 86323

RE: IGA with Town of Chino Valley

Dear John:

Pursuant to your request, we have reviewed the proposed IGA with the Town of Chino Valley. We have made the following revisions to the agreement:

1. We omitted the reference to recording with the Yavapai County Recorder's office since this is no longer a requirement for IGAs. Effective as of January 1, 2010, A.R.S. § 11-952 was amended to remove the requirement for IGAs to be filed with the Secretary of State or appropriate County Recorder.
2. In the introductory paragraph, we clarified that the district is a political subdivision of the State of Arizona, not a special district. We also removed the term of the agreement in the introductory paragraph since the term is included in the body of the agreement.
3. In the first "WHEREAS" paragraph, we removed the reference to A.R.S. § 48-3603(9) from the citations of statutory authority since this statute refers to a county flood control district and is not applicable to either the Town or the District.
4. We restructured the section entitled "Purpose" to reflect the purpose of the agreement and included the financing arrangements in a separate section entitled "Financing." We also included the language you requested regarding the contingency for the funding for FY 20014-2015.

John Scholl
Director of Support Services
September 9, 2013
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5. We moved the "Duration" section of the agreement to follow the Purpose section. We also changed the title to "Term" and included language to indicate that the term is subject to termination as set forth in the agreement.
6. We changed the "Renewal and Termination" section by giving the parties the option to extend the agreement and to have the agreement terminate upon completion of the project. We took out the sentence allowing termination by mutual agreement of the parties.
7. We also added a section regarding the disposition of property upon termination.
8. In the indemnification section we added, "To the extent permitted by law" at the front of the first sentence.
9. We changed the signature line for the District to the President of the Governing Board rather than Chairman of the Board of Directors. We also took out the attestation of the Town Clerk and the Clerk of the District Governing Board. Although not illegal, attestations are not required. We believe that the signatures of the authorized parties and the approval of the respective attorneys are sufficient for this document.

The revised agreement is enclosed. Please do not hesitate to contact us if you have any questions regarding the above.

Sincerely,



Patrice M. Horstman

PMH/du

enclosure

cc: Duane Howard, Superintendent
Karen Hixon, Administrative Assistant

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district and a political subdivision of the State of Arizona (hereinafter called "District") and the Town of CHINO VALLEY, a municipal corporation and a political subdivision of the State of Arizona, (hereinafter call "Town").

WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT and the TOWN of CHINO VALLEY have the authority to enter into the Intergovernmental Agreement pursuant to Arizona Revised Statutes, Section 11-952 and Section 9-240(3); and,

WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT is within the legal boundaries of the Town of CHINO VALLEY; and,

WHEREAS, property owners within the corporate limits of the Town pay school district and Adjacent Ways taxes to support the District; and,

WHEREAS, the Town controls and maintains public rights-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School along with other on-site roadways, parking lots, and other transportation conveyance systems and have experienced that these systems do not currently adequately serve the needs of the Del Rio School and the Heritage Middle School; and,

WHEREAS, the District is authorized to expend Adjacent Ways funds under A.R.S. Section 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk, additional roadway travel lanes, and bus bays.

NOW, THEREFORE, IT IS AGREED by and between the District and the Town as follows:

PURPOSE

The purpose of this Agreement is for the improvement of adjacent ways to the Del Rio School and Heritage Middle School, including but not limited to roadway improvements to on-site roadways, parking lots, and other transportation conveyance systems, construction paving roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, utility relocation ("Project").

TERM

The initial term of this Agreement is for a period of two (2) years, commencing on March 11, 2014 and ending on June 30, 2015, subject to prior termination as set forth herein.

RENEWAL AND TERMINATION

This Agreement may be extended beyond the initial term by written agreement of both parties if said Project is not completed within the time specified herein. In that event, the Agreement shall terminate upon completion of the purpose specified herein.

FINANCING

- 1) The Town shall procure and pay for all materials required for the Project and furnish labor at no cost to the District. The District shall reimburse to the Town all costs of the materials used in the Project, not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2013-2014 and One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2014-2015. Payment for fiscal year 2013-2014 has been approved by the Governing Board and shall be made by the District to the Town in a single Payment based upon the results of bid documents and change orders, within 30 days of receipt of billings from the Town.

Payment for fiscal year 2014-2015 is contingent upon Governing Board approval of the adjacent way levy. If the Governing Board fails to approve payment of the adjacent way levy this Agreement will be considered terminated.

- 2) The Town shall use said District funds exclusively for payment of costs referenced above.
- 3) The Town shall be responsible for the contracting and administration necessary to complete the Project and all costs of the same pending reimbursement from the District. The Town's budget for the cost of the Project has already been implemented within the balance of the budget for road improvement expenses and will be maintained in the ordinary course of such roadway improvements.

DISPOSITION OF PROPERTY UPON TERMINATION

There will be no property in need of disposing upon termination of the Agreement.

SEVERABILITY

The parties agree that if any part or parts of this intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

INDEMNIFICATION

To the extent permitted by law, the Town and the District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of the indemnifying party's employees, officers, or agents, relating to and arising out of the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

TOWN OF CHINO VALLEY

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

Chris Marley, Mayor

Travis Bard, President
Chino Valley Unified School District
Governing Board

Date: _____

Date: _____

In accordance with A.R.S. Section 11-952, this proposed Intergovernmental Agreement for funding roadway improvements adjacent to the Del Rio School and Heritage Middle School has been reviewed by the undersigned attorneys who have determined that said Agreement is in appropriate form and is within the powers and authority of the District and the Town.

APPROVED AS TO CONTENT
AND FORM:

APPROVED AS TO CONTENT
AND FORM:

HUFFORD, HORSTMAN, MONGINI,
PARNELL & TUCKER, PC

Curtis, Goodwin, Sullivan, Udall &
Schwab, PLC

Attorney for District

Attorney for the Town