



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, MAY 14, 2019
6:00 P.M.**

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

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Proclamation declaring May 24-25, 2019 as "Poppy Days," sponsored by the American Legion Auxiliary. (Mayor Croft)
 - b. Proclamation regarding *Memorial Day* and the *National Moment of Remembrance* on May 27, 2019. (Mayor Croft)
 - c. Presentation to the Town by Tim Prater of a flag certificate from the Sons of the American Revolution, Prescott Chapter. (Mayor Croft)
 - d. Report by Lorette Brashear, Director, Chino Valley Area Chamber of Commerce, regarding the recent Chino Valley Job Fair. (Cecilia Grittmann, Town Manager)
 - e. Presentation regarding a request for funding for the Yavapai Family Advocacy Center. (Chuck Wynn, Police Chief)
3. **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council 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.

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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.
- c. Presentation of educational video produced by Arizona Clean Elections pertaining to the Town's May 21 Special Election. (Cecilia Grittman, Town Manager)
- d. Update from the Police Department regarding distracted driving, the new State Law, and the Town's Distracted Driving Ordinance. (Chuck Wynn, Police Chief)
- e. Report by Councilmember Mike Best, Chair of the 50th Anniversary Committee, regarding committee progress.
- f. Presentation and challenge by Kathy Frohock for Town employees to participate in the Green Bag Program that was presented during the April 23, 2019 Call to the Public. (Cecilia Grittman, Town Manager)

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 Professional Consulting Services between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation for 2 years, beginning July 1, 2019, through June 30, 2021, for an amount not to exceed \$30,000 per year. (Cecilia Grittman, Town Manager)
- b. Consideration and possible action to approve the Agreement for Presiding Magistrate Services between the Town of Chino Valley and Mary E. Hamm, Magistrate, to serve as the Presiding Town Magistrate for the Town effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$62,400 annually plus any annual increase (both merit and cost of living) given regular full-time employees. (Cecilia Grittman, Town Manager)

- c. Consideration and possible action to approve the Professional Consulting Agreement between the Town of Chino Valley and Matt Santos for communication services for Fiscal Year 19/20 in an amount not to exceed \$21,600 year. (Cecilia Grittmann, Town Manager)
- d. Consideration and possible action to accept the April 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve the Fourth Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for Fiscal Year 19/20 in the amount of \$60,000 of general support, and a match up to \$3,000, if approved, for an Arizona Office of Tourism Grant. (Cecilia Grittmann, Town Manager)

Recommended Action: Approve the Fourth Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for Fiscal Year 19/20 in the amount of \$60,000 of general support, and a match up to \$3,000 if approved for an Arizona Office of Tourism Grant.

- b. Consideration and possible action to approve the Accountability Contract between the Town of Chino Valley and Yavapai Regional Transit, contributing \$1,700.00 to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2019 swim season. (Scott Bruner, Community Services Director)

Recommended Action: Approve the Accountability Contract between the Town of Chino Valley and Yavapai Regional Transit, contributing \$1,700.00 to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2019 swim season.

- c. Presentation, discussion, and possible action regarding a brief summary of the proposed budget for Fiscal Year 2019/2020. (Joe Duffy, Finance Director)

8. 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.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 9th day of May, 2019.

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 711 (Telecommunications 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/agendacenter> 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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.a.

Meeting Date: 05/14/2019
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation declaring May 24-25, 2019 as "*Poppy Days*," sponsored by the American Legion Auxiliary. (Mayor Croft)

SITUATION & ANALYSIS:

Each year on Memorial Day weekend, the American Legion Auxiliary sponsors "Poppy Days." The red poppy has been designated as a symbol of sacrifice of lives in all wars, and the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower.

Attachments

Proclamation



PROCLAMATION

Poppy Days - May 24-25, 2019



Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

Whereas, millions who have answered the Call to Arms have died on the field of battle; and

Whereas, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

Whereas, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, do hereby proclaim **May 24-25, 2019** as **Poppy Days** in Chino Valley, Arizona, and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 14th day of May, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.b.

Meeting Date: 05/14/2019
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation regarding *Memorial Day* and the *National Moment of Remembrance* on May 27, 2019.
 (Mayor Croft)

SITUATION & ANALYSIS:

N/A

Attachments

Proclamation-Memorial Day



PROCLAMATION

Memorial Day - May 27, 2019



Whereas, it is essential to remember and renew the legacy of Memorial Day, which was established in 1868 to pay tribute to individuals who have made the ultimate sacrifice in service to the United States, and their families; and

Whereas, on Memorial Day, we pause in solemn gratitude to pay tribute to the brave men and women who made the ultimate sacrifice on our behalf and laid down their lives defending peace and freedom while in military service to our great Nation - the fallen deserve nothing less from a grateful Nation; and

Whereas, we remember them with thankfulness and unwavering pride and we are humbled, because we remember that the wealth of this Nation's heritage, the strength of its ideals, and the extent of its freedom came at the expense of American lives, a cost borne prominently by several generations whose bright futures, hopes, and dreams were sacrificed for the abundance of opportunities we now freely pursue;

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, encourage all citizens to designate the minute beginning at 3:00 p.m. local time on **May 27, 2019**, as a time for all Americans to observe the **National Moment of Remembrance** as passed by United States Public Law 106-579, and to remember we must safeguard the legacies of our service members so that our children and our grandchildren will understand the sacrifices of our Armed Forces.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 14th day of May, 2019.

Darryl L. Croft, Mayor

ATTEST: Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.c.

Meeting Date: 05/14/2019
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation to the Town by Tim Prater of a flag certificate from the Sons of the American Revolution, Prescott Chapter. (Mayor Croft)

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.d.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Estimated length of Staff Presentation: 5 minutes
Physical location of item: 202 N. State Route 89

AGENDA ITEM TITLE:

Report by Lorette Brashear, Director, Chino Valley Area Chamber of Commerce, regarding the recent Chino Valley Job Fair. (Cecilia Grittman, Town Manager)

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.e.

Meeting Date: 05/14/2019
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation regarding a request for funding for the Yavapai Family Advocacy Center. (Chuck Wynn, Police Chief)

Attachments

YFAC Funding Request Letter
 YFAC FAQs



February 28, 2019

Charles Wynn
Chino Valley Chief of Police
Cecilia Grittman
Chino Valley Town Manager
202 N Route 89
Chino Valley AZ 86323

Dear Chief Wynn & Ms. Grittman,

The Yavapai Family Advocacy Center (YFAC) a project of Prevent Child Abuse Arizona is truly appreciative of your ongoing support and looks forward to continuing the partnership to assist victims of child or vulnerable adult abuse or neglect, domestic violence and sexual assault. In fiscal year 2020, YFAC is asking each jurisdiction to provide funding based on the AZ Census Population Estimates as of July 1, 2018 at the rate of \$.76 per person. Please consider the enclosed Funding Request for \$9,003.

This modified request, which is significantly higher than the one sent to your office in November of 2018 for the same time period is based on the information contained in the attached FAQ sheet. As you will see YFAC performs critical supportive services to your law enforcement agency and to the citizens in your community and we appreciate your consideration when reviewing this request.

Continued support for the Yavapai Family Advocacy Center can be proven to be both cost-effective and beneficial for victims, law enforcement, CPS and Yavapai County Prosecutors. If I have not already I will be reaching out to you in the near future to try and schedule a time that we can meet and discuss this request and how you feel YFAC can better serve the citizens of Prescott Valley and the Prescott Valley Police Department. We appreciate your commitment to our collaborative project and thank you for your consideration of this request.

Sincerely,

Missy Sikora
Director Yavapai Family Advocacy Center

Yavapai Family Advocacy Center - Sustainability Funding

Frequently Asked Questions

January 2019

The Yavapai Family Advocacy Center opened its doors in 2000 with funding from the Yavapai County Anti-Racketeering Fund ("RICO").

Centrally located in Prescott Valley, the Advocacy Center was established to improve investigation and prosecution of crimes against children and vulnerable adults by co-locating victim support and investigation services. The Advocacy Center is a project of Prevent Child Abuse Arizona which leases the campus from the Town of Prescott Valley.

- **What is the purpose of the Yavapai Family Advocacy Center?**

The Advocacy Center is designed to serve child and adult victims of family violence crimes which occur in Yavapai County. The services of the Center are available to all law enforcement jurisdictions in the county, 24 hours per day, 365 days a year. Victims are brought to the Center by law enforcement, child or adult protective services for sexual assault exams, forensic interviews, and victim advocacy. After-care services include counseling and legal representation.

- **How is the Advocacy Center funded?**

The Advocacy Center annual budget of \$640,000 is funded through a variety of grants from including:

- *Department of Public Safety/Victims of Crime Act (VOCA \$350K)*
- *Criminal Justice Act (CJA \$26K)*
- *Arizona Criminal Justice Commission (ACJC \$30K)*
- *Arizona Child and Family Advocacy Centers Network (ACFAN \$7K)*
- *Partners Against Narcotics Trafficking (PANT \$125K)*

Beginning in 2000 all cities, towns and the county government were asked to contribute .25 cents per citizen based on current census figures. Recently the annual funding requests have increased to .40 cents per citizen, based on the 2010 census, to help address the costs of increasing numbers of victims served annually. In 2018 YFAC served an all-time high 840 new child and adult victims, up 541 in 2015.

For the first time in many years, PANT is unable to commit to continuation of its annual funding of \$125,000 due to a significant decline in civil asset forfeitures related to drug trafficking, attributed to the use of 'crypto currencies' such as Bitcoin. (See Daily Courier, Sunday January 6, 2019).

- **What is the plan for funding the critical law enforcement services of the Yavapai Family Advocacy Center in FY 2020?**

With the knowledge that PANT will not be in a position to support \$125,000 from PANT in FY 2020, Prevent Child Abuse Arizona, the Yavapai County Attorney and the Yavapai County Sheriff propose the following:

1. All Yavapai County law enforcement jurisdictions will be asked to contribute a higher pro rata share of the total funding need annually of \$175,000 (\$125,000 PANT prior funding level plus \$50,000 aggregate from cities, towns and our county government).
2. Presentations to each jurisdiction's city or town council as well as the Yavapai County Board of Supervisors from the Director of Yavapai Family Advocacy Center will be scheduled as soon as possible to allow for budgeting of this essential law enforcement function in the coming fiscal year. Sheriff Mascher or County Attorney Polk will attend if scheduling permits. The police chiefs for the jurisdiction are also highly encouraged to attend.

- **Example of the critical services the Yavapai Family Advocacy Center provides:**

A 15 year old girl was brought to the Advocacy Center by law enforcement for a Sexual Assault Nurse Exam (SANE) and a forensic interview. The child had been sexually assaulted by her step-father. Mother did not have knowledge the abuse was happening and immediately protected her child by leaving the home with her children when she found out. The child victim was referred to therapeutic services at YFAC to deal with the abuse and the mother was referred to therapeutic services to help process her guilt over what had happened to her daughter. Several weeks into the daughter's therapy she reported that she believes her stepfather had also assaulted another underage female family member who had stayed in the home for a period of time. That family was contacted and a new investigation lead to additional charges against the suspect.

A 14-year old female was brought into YFAC by law enforcement for a sex SANE and forensic interview after her mother came home unannounced and discovered her boyfriend of 10-years sexually engaging with her daughter. He then physically assaulted the mother and proceeded to hold both the 14-year old female and her mother hostage in their home, threatening to kill them and himself to "end it all." Once law enforcement brought the victims safely to YFAC, both received crisis intervention, advocacy and support. The mother made a successful confrontation call with the boyfriend who admitted to sexually abusing her daughter for three years. Both victims were seen by the nurse and counselors at YFAC for follow-up and after care.

A 39 year old woman and her 4 children, ranging in age from 2-9 were brought to the Yavapai Family Advocacy Center. The mother had been a victim of severe and ongoing domestic violence by her husband, which included multiple episodes of her needing to seek medical treatment. Her children had experienced extreme emotional and verbal abuse by the father as well. A victim advocate provided support to all victims during the investigation. The children were interviewed by a dedicated forensic interviewer at the Advocacy Center, and the suspect was eventually charged and convicted of several felonies including domestic violence and child endangerment.

Mother and the 2 older children received mental health counseling at the Yavapai Family Advocacy Center, and the two younger children received play therapy with a trauma informed therapist at the Center. The victim advocate assisted the mother over the course of the next year as she faced the emotional upheaval of the trial by assisting her with writing her victim impact statement and accompanying her to court proceedings.

The mother also received support from the victim advocate as she struggled to support her children as a single parent. The advocate aided mother by making referrals for assistance with finding employment, finding appropriate daycare, locating housing, and connecting with other community resources to meet her and her children's needs.

Mother has been a regular participant in the domestic violence support group facilitated at YFAC and has recently begun to volunteer at the center to assist with special projects.

Recently our area was shocked and saddened by the deaths of two Yavapai College athletes, due to fentanyl overdose. The Advocacy Center received a call during the investigation requesting it open its doors to family members and friends of the boys, who had nowhere else to go to while police were at their home completing the investigation. The Advocacy Center on-call staff and a YFAC therapist opened the center and were available to meet with the grieving family members and friends in the warm and calming atmosphere of the Center for several hours.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.c.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation of educational video produced by Arizona Clean Elections pertaining to the Town's May 21 Special Election. (Cecilia Grittman, Town Manager)

SITUATION & ANALYSIS:

A few weeks ago, Arizona Clean Elections contacted the Town, offering to film a brief video pertaining to the Town's May 21 Special Election. Clean Elections Director Tom Collins interviewed Mayor Croft, Town Manager Grittman, Public Works Director Marbury, and Town Clerk Lewis about the genesis of the two ballot questions, a summary of the questions, and the voting process.

Attachments

No file(s) attached.



**TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT**

Town Council Regular Meeting **5.d.**
Meeting Date: 05/14/2019
Contact Person: Chuck Wynn, Police Chief
Phone: 928-636-2646 x-1258
Department: Police
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:
Update from the Police Department regarding distracted driving, the new State Law, and the Town's Distracted Driving Ordinance. (Chuck Wynn, Police Chief)

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.e.

Meeting Date: 05/14/2019
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Council
Estimated length 10 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Report by Councilmember Mike Best, Chair of the 50th Anniversary Committee, regarding committee progress.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.f.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation and challenge by Kathy Frohock for Town employees to participate in the Green Bag Program that was presented during the April 23, 2019 Call to the Public. (Cecilia Grittman, Town Manager)

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
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 Professional Consulting Services between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation for 2 years, beginning July 1, 2019, through June 30, 2021, for an amount not to exceed \$30,000 per year.

RECOMMENDED ACTION:

Move to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation for 2 years, beginning July 1, 2019, through June 30, 2021, for an amount not to exceed \$30,000 per year.

SITUATION AND ANALYSIS:

The Town requires expert consultation when dealing with water issues, negotiations, proposals, and strategy. Mr. Holmes, with Mark Holmes, LLC, has provided services in the past and has extensive knowledge of Chino Valley, water policy, ADWR, Town Code, etc. His services are valuable to our continued water growth success. A major undertaking this next fiscal year will be the Water Master Plan for Old Home Manor, and Mr. Holmes will take the lead on coordinating that study. We have increased Mr. Holmes monthly hours for the next two years, from an average of 20 hours / month to 33 / hours a month. His hourly rate has remained the same, at \$75.00 / hour.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-74-5212
Available: \$30,000
Funding Source:
 Amount is included in the Fiscal Year 2020 Budget

Attachments

PSA - Mark Holmes LLC

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of May 14, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Mark Holmes LLC, an Arizona limited liability company (the “Consultant”).

RECITALS

- A. The Town is in need of professional consulting services on water issues as they arise (the “Services”).
- B. Consultant has been providing the Services to the Town and possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to

herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$30,000.00 for the Services at the unit rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed \$150,000.00.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The Town's waiver of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance. Consultant understands and agrees that although Town is waiving insurance requirements for this Agreement, Consultant is an independent consultant and may not be covered by Town's insurance policies for any loss, damages, errors and omissions, workmen's compensation, or other damages or liabilities Consultant may incur while acting in pursuance of this Agreement.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such

additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements

have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for

delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

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

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cecilia Grittmann, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Mark Holmes LLC
531 West Valleri Ann Road
Paulden, AZ 86334
Attn: Mark A. Holmes

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

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any

other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

Mark Holmes LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC

[Scope of Work]

See following page.

SCOPE OF WORK

1. Any project-based work as assigned by the Town Manager.
2. As assigned, prepare feasibility and technical review comments and enter said comments into the Town's Citizen Serve software (login to be provided by Town). Prepare formal statements of entitlement projects.
3. Upon request, provide expert knowledge and opinions on general and /or specific water-related questions.
4. Provide compliance assistance on reporting requirements with state and federal agencies related to water resources and quality.
5. Provide guidance and consulting advice on the protection and potential expansion of the Town's water rights and entitlements.
6. Perform project review of water resources, rights and related applications, as assigned, at the discretion of the Town.
7. As requested by Town, attend and participate in site visits, meetings and hearings as a representative of Town and act in furtherance of the Town's best interests.
8. Perform such other duties, projects, activities and coordination with third parties as the Town may request from time to time.
9. All Services shall be provided by Mark A. Holmes, P.G.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC

[Fee Proposal]

See following page.

Fee Proposal

1. Consultant's hourly rate for performance of the Services is \$75.00/hour. It is expected Consultant shall provide an average of 33 hours of Services per month, but not exceed the amount of \$30,000 per year.
2. The compensation paid to Consultant shall include all travel, per diem and expenses incidental to providing the Services, provided such amounts must be consistent with the travel and per diem rates applicable to Town employees and all expenses shall be pass-through without markup.
3. Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
4. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Presiding Magistrate Services between the Town of Chino Valley and Mary E. Hamm, Magistrate, to serve as the Presiding Town Magistrate for the Town effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$62,400 annually plus any annual increase (both merit and cost of living) given regular full-time employees.

RECOMMENDED ACTION:

Move to approve the Agreement for Presiding Magistrate Services between the Town of Chino Valley and Mary E. Hamm, Magistrate, to serve as the Presiding Town Magistrate for the Town effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$62,400 annually plus any annual increase (both merit and cost of living) given regular full-time employees.

SITUATION AND ANALYSIS:

Magistrate Hamm has been the Town's Presiding Magistrate since July 1, 2017, and her current contract expires 6/30/2019. The Town would like to renew her contract for another 2-year term, beginning July 1, 2019, and terminating June 30, 2021. The Magistrate has requested no changes to her current contract except in Paragraph 12, where she requests to have annual increases (both merit and cost of living) similar to other regular full-time employees.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-45-5109
Available:
Funding Source:
 Amount will be budgeted annually

Attachments

PSA - Magistrate Hamm 2019-20

**AGREEMENT FOR PRESIDING MAGISTRATE SERVICES
BY AND BETWEEN
TOWN OF CHINO VALLEY, ARIZONA
AND
MARY E. HAMM**

THIS AGREEMENT FOR PRESIDING MAGISTRATE SERVICES (“Agreement”) is made and entered into May 14, 2019, by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (“Town”), and Mary E. Hamm (“Magistrate”).

RECITALS

A. On June 27, 2017, the Mayor and Council of the Town (the “Town Council”) appointed Mary E. Hamm as the Presiding Town Magistrate of the Town of Chino Valley Municipal Court (the “Court”) for a period of two years, effective July 1, 2017.

B. The Magistrate possesses the knowledge, skills, and experience to be the Town of Chino Valley Municipal Court’s Presiding Magistrate.

C. The Town Council would like to extend the original agreement with Mary E. Hamm for an additional two years, beginning July 1, 2019 and terminating June 30, 2021.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Magistrate hereby agree as follows:

1. **Judicial Independence.** In keeping with the separation of powers between the judicial and legislative, and the judicial and executive branches of government, Magistrate, so long as she performs her duties in a competent manner and commits no act nor failure to act in such a manner that is determined to be good cause for Town to terminate this Agreement, shall be independent of the other branches of Town’s government and shall be free of restrictions in performing her judicial duties.

2. **Duties.** Magistrate’s powers and duties as Town Magistrate include those set forth in the Chino Valley Town Code § 35.02 and § 35.03; the proceedings of the Court are and shall continue to be governed by the Arizona Constitution, Arizona Revised Statutes, Arizona Code of Judicial Administration, and Arizona Rules of Court pertaining to the type and nature of the cause being heard; and the Municipal Court shall abide with Chino Valley Town Code and Arizona Revised Statutes with respect to fees and penalties that may be assessed.

2.1 **Work Hours.** Magistrate shall maintain reasonable work hours Monday through Thursday except for legal holidays, and shall be available as necessary on Fridays, weekends and legal holidays to conduct initial appearances as required by law. In the event the Town changes its current days of operation from Monday – Thursday to any other schedule,

Magistrate shall adjust her work hours accordingly to ensure she is available on all days when the Town Court is open for business.

2.2 Case Adjudication. Magistrate shall preside as Judge over all assigned court calendar dockets in a timely fashion and shall, if necessary secure the services of Judges Pro Tem or hearing officers to facilitate the timely adjudication of cases in the Town Court.

2.3 Judicial Conduct. Magistrate shall, at all times during the term of this Agreement, ensure that her conduct as Presiding Magistrate Judge does not violate Arizona Supreme Court Administrative Order No. 93-30 (as amended by Order No. 96-25) and any other applicable order, the Code of Judicial Conduct, Rule 45 of Rules of the Arizona Supreme Court and any other rule or law governing the conduct of judges. Magistrate shall comply with the Arizona Code of Judicial Administration and the Judicial Canons of Ethics embodied in the Arizona Code of Conduct for Judicial Employees, Rule 81 of the Arizona Rules of the Supreme Court.

2.4 Externally-Imposed Obligations. The Town and Magistrate agree and understand various Judicial Commissions, the State Legislature, or the Arizona Supreme Court may impose additional obligations, duties, and limitations upon Magistrate, in which event the provisions of this Agreement shall be modified or terminated, as the case may be, to the extent such Commission, Legislative, or Court directives are imposed and enforced.

3. Limited Administrative Duties. Magistrate shall have limited administrative duties insofar as it is necessary to administer the Court and its personnel, and as set forth in the Chino Valley Town Code, but said duties shall not interfere with Town personnel assigned to the Court insofar as Town's Personnel Policy is concerned. Court personnel salaries and wages, as well as their rights and obligations, shall remain under the control of Town; provided, however, this provision shall not in any way deprive Magistrate of sufficient, adequate, and competent personnel necessary for Magistrate to properly perform her judicial duties and her limited administrative duties.

4. Court Facilities. Town, with the assistance of Magistrate, shall make available, at all times during the term of this Agreement, adequate and comfortable physical facilities in which Magistrate shall perform her duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Court.

5. Pro Tem Magistrate.

5.1 Eligibility; Appointment. Magistrate may appoint qualified individuals to serve in the position of Pro Tem Magistrate or hearing officer to provide services in her absence and in cases where she may not act pursuant to a change of judge being filed. A Pro Tem Magistrate may be appointed pursuant to Chino Valley Town Code § 35.02; if the appointee is not a sitting or retired judge, judge pro tem, magistrate or hearing officer, his or her appointment shall require prior approval by the Town Council. Pro Tem Magistrates may also perform Magistrate's duties in cases where Magistrate may be prohibited by law, ethics, illness, vacations, overload, and other reasonable reasons from performing her duties. Pro Tem

Magistrates must meet all eligibility requirements set forth in the Town Code and Arizona Revised Statutes and shall comply with the Arizona Code of Judicial Administration.

5.2 Payment for Pro Tem Services. The Town shall pay for costs of a Pro Tem magistrate assigned by the Yavapai County Justice and Municipal Court Administrator, the presiding Criminal Judge of Yavapai County Superior Court, or Magistrate, when such assignment is required for any of the following reasons: (i) pursuant to any provision of Rule 10 of the Arizona Rules of Criminal Procedure; (ii) because of a conflict of interest affecting preventing the Magistrate from serving; (iii) for absence by the Magistrate due to attendance at an educational program; or (iv) for absence by the Magistrate for sick leave or vacation time not to exceed a total of three weeks per year. The cost to the Town for use of a Judge Pro Tem magistrate for any other reason shall be deducted from any payment due to the Magistrate.

6. Extended Absences. Extended periods during which Magistrate is unable or unwilling to perform her duties due to illness, absences, incapacitation, or suspension by higher judicial authority may be cause for Town to terminate this Agreement or, at Magistrate's option, shall allow the Town to withhold installment payments to Magistrate and use said sums to compensate temporary or permanent replacement of Magistrate. For purposes of this Agreement, "extended periods" shall mean periods longer than three consecutive weeks.

7. Compensation.

7.1 Base Salary. Magistrate shall be paid (i) \$62,400.00 annually (in 26 equal installments, paid every two weeks) for the 12-month period between July 1, 2019, and June 30, 2020; and (ii) \$64,272.00 annually (in 26 equal installments, paid every two weeks) for the 12-month period between July 1, 2020, and June 30, 2021. Magistrate expressly agrees and understands that no adjustment to her base salary shall occur relative to any merit increases provided to Town employees as part of the FY 2020-2021 annual budget.

7.2 Employee Benefits. Magistrate shall accrue and exercise benefits at the rate of a department head under the Town's policies.

7.3 No Reduction of Benefits. The Town shall not, at any time during the term of this Agreement, reduce Magistrate's salary, compensation or other financial benefits. Magistrate agrees and understands that changes to employee benefits affecting all Town department heads shall not be deemed a reduction in benefits.

8. No Assignment Permitted. Magistrate recognizes this Agreement is personal to her, and the benefits accruing to her and duties imposed on her hereunder may not be transferred or assigned, except for the limited, temporary carrying-out of such duties by Pro Tem Magistrates as set forth in Section 5, above.

9. Term. This Agreement shall be effective on July 1, 2019, and shall remain in full force and effect through June 30, 2021, unless sooner terminated for cause as set forth below. After commencing her official duties, and thereafter during the term of this Agreement, Magistrate shall not accept other employment or carry out any other business in conflict with the

position of Presiding Magistrate unless authorized to do so by the Town Council, in writing, prior to Magistrate engaging in such other activity; provided, however, that any such additional duties shall be conducted outside of regular work hours and without the use of Town resources or equipment.

10. Termination. During the term of this Agreement, Magistrate may be removed from office by the Town Council for cause. Cause includes, but is not limited to, failure to comply with the Judicial Canons of Ethics as embodied in Arizona Supreme Court Rule 81 and the Arizona Code of Conduct for Judicial Employees, failure to comply with federal, state and local laws, and failure to perform the duties set forth herein. Notice of removal of office shall be delivered in writing to Magistrate following action by the Town Council. Magistrate may terminate this Agreement and resign her appointment as Presiding Magistrate upon 30 days' written notice to the Town Mayor and the Town Manager. 14. In addition to the provisions set forth, above, Town may terminate this Agreement and cease installment payments hereunder if, during the term of this Agreement or any renewal(s) hereto, either the Judicial or Legislative Branch, or both, or the State of Arizona, modify, merge, or abolish the lower Court Judicial System so as to make performance of this Agreement by Magistrate impossible or impractical.

11. Professional Development.

11.1 Professional Associations. The Town agrees to budget for and to pay for Magistrate's expenses of professional and official travel, meetings, and occasions as necessary to continue her professional development and to adequately pursue necessary official functions for the Town Court; provided, however, that such expenses shall be approved in advance by the Town Manager or authorized designee and receipts shall be promptly provided to Town's Finance Department.

11.2 Continuing Education. The Town also agrees to budget for and to pay for Magistrate's expenses for continuing education courses, institutes and seminars necessary for her professional development as a judge and for the good of the Town Court.

12. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of Magistrate under any law or ordinance.

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

If to the Town:	Town of Chino Valley 202 N. State Route 89 Chino Valley, Arizona 86323 Attn: Cecilia Gritman, Town Manager
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With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Magistrate: To the then-current address on file with the Town's Human Resources Department.

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

14. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Magistrate of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

15. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

16. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

17. Time of the Essence. Time is of the essence in this Agreement.

18. Assignment. This Agreement may not be assigned, in whole or in part.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

20. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective or (ii) on Magistrate unless and until it has been executed by Magistrate or her authorized representative.

21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

22. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

23. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The Town and its Town Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

24. Conflict of Interest. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

25. Counsel Assistance; Fair Interpretation.

25.1 Counsel for Magistrate. Magistrate has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation. Magistrate acknowledges that this Agreement constitutes written notice from Town that it advises her to seek legal counsel before signing this Agreement.

25.2 Counsel for Town. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

25.3 Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

26. Records and Audit Rights. To ensure that Magistrate is complying with the warranty under Section 27 below, Magistrate's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on

Magistrate's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Magistrate's compliance with the Arizona employer sanctions laws referenced in Section 27 below. To the extent necessary for the Town to audit Records as set forth in this Section, Magistrate hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Magistrate pursuant to this Agreement. Magistrate shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Magistrate reasonable advance notice of intended audits.

27. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Magistrate warrants compliance with all federal immigration laws and regulations that relate to Town Court employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Magistrate's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

PRESIDING MAGISTRATE

TOWN OF CHINO VALLEY, ARIZONA

Mary E. Hamm, Presiding Magistrate

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire
Gust Rosenfeld, PLC



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 05/14/2019
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Consulting Agreement between the Town of Chino Valley and Matt Santos for communication services for Fiscal Year 19/20 in an amount not to exceed \$21,600 year.

RECOMMENDED ACTION:

Move to approve the Professional Consulting Agreement between the Town of Chino Valley and Matt Santos for communication services for Fiscal Year 19/20 in an amount not to exceed \$21,600 year.

SITUATION AND ANALYSIS:

Matt Santos has acted in a consultant role with the Town for approximately 4.5 years, covering and reporting on Council Meetings and other Town-related events. Matt manages our social media presence and provides communication strategies on Town projects. Mr. Santos generally works approximately 60 hours / month on all Town-related communication avenues at a rate of \$30/ hour. Monthly hours vary with the number of Town events or meetings, and with different subject matters for which we request his input. This past year Mr. Santos has created more podcasts for the Town's website having to do with timely issues of our community. Staff is requesting we continue to contract with Mr. Santos and believes this to be both a better option because of access to his expertise as well as a cheaper mechanism than hiring an employee for this task, which is not a full-time position.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-43-5212
Available: \$21,600
Funding Source:
 Amount included in the Fiscal Year 2020 Budget

Attachments

PSA - Matthew Santos

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MATTHEW SANTOS**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of May 14, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Matthew Santos, a sole proprietor (the “Consultant”).

RECITALS

A. The Town is in need of professional communication and social media consulting services (the “Services”).

B. Consultant has been providing the Services to the Town and possesses the skill and experience required to provide the Services.

C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to

herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$22,100.00 for the Services at the unit rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. This annual amount constitutes \$21,600.00 for an average of 60 hours of Services per month and \$500 reimbursement for professional liability expense. The maximum aggregate amount for this Agreement shall not exceed \$110,500.00.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The 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 Consultant

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.

C. Additional Insured. All insurance coverage, 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, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. 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 years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate 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 ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, 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 subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO 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 the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

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

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of

the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

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

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cecilia Grittmann, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Matthew Santos
3475 North Lizard Lane
Chino Valley, Arizona 86323

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

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-

verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

Matthew Santos,
a Sole Proprietor

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MATTHEW SANTOS

[Scope of Work]

See following page.

EXHIBIT A SCOPE OF WORK

Items have been segmented into three different priorities: Category A being highest priority and Category C being lower priority. As time allows, Consultant will work down the listing of priorities.

Priority A Items:

- Coverage of Town Council Meetings, all preliminary and follow up work. Any interviews deemed pertinent.
- Update of Town Social Media outlets.
- Press Releases
Collection of Public Relations releases Town-wide and review and dissemination of information as appropriate.
- Coordinate with Department Heads and Town leadership to ensure unified and timely distribution of information.
- Town-sponsored events for which we request media coverage.
- Attend staff Civic Engagement Committee meetings and provide input.
- Learn technology of Channel 13 and be available as backup for the station.
- Partner with IT Department and learn software for new website. Become a resource for Town Manager's office and other departments as necessary.
- Experiment with some items from the website that may fulfill civic engagement needs of the Town and / or Council.
- Monitor agendas of the following entities: School Board / PACO / Fire District/ Planning and Zoning as well as Council and share information across social media outlets regarding the agendas that might be of interest to the public.
- As Communication Plan and Policy develop, act in role of Communications Manager as outlined in the Plan, under the direction of the Town Manager.
- Create multi-media (video and audio programming) highlighting both departmental & community events.

Priority B Items:

- Coverage of Planning and Zoning meetings.
- Interface and coordination of Chino Valley Radio Program and Town and Chamber of Commerce.
Develop links to specific news items.
- Town Council Study Sessions.

Priority C Items:

- Events in Town not sponsored by Town (i.e. Fire District, School District, etc.)
- On-going departmental events such as the Children's Library, Senior Center, Recreation.
- Development of interface with Channel 13 and the possibility of creating a regular news program (interview with the Mayor, Vice-Mayor, Chamber President, Town Manager, etc.).
- Development of programming for Access 13 Public Access station.
- Provide updates to various Community Boards as time allows.

Town of Chino Valley / date

Matt Santos / date

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MATTHEW SANTOS

[Fee Proposal]

See following page.

Fee Proposal

1. Consultant's hourly rate for performance of the Services is \$30.00/hour. It is expected Consultant shall provide an average of 60 hours of Services per month, but shall not exceed the amount of \$21,600.00 per year.
2. The Town shall also reimburse Consultant an amount not to exceed \$500 per year for professional liability expense. Consultant must provide appropriate insurance documents and a paid receipt to the Town in order to receive reimbursement.
3. The compensation paid to Consultant shall include all travel, per diem and expenses incidental to providing the Services, provided such amounts must be consistent with the travel and per diem rates applicable to Town employees and all expenses shall be pass-through without markup.
4. Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
5. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 05/14/2019

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the April 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the April 23, 2019, regular meeting minutes.

Attachments

April 23, minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, APRIL 23, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, April 23, 2019.

1) **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins

Absent: Councilmember Lon Turner

Staff Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire (electronically); Finance

Present: Director Joe Duffy; Economic Development Project Manager Maggie Tidaback; Development Services Director Joshua Cook; Public Works Director/Town Engineer Frank Marbury; Community Services Director Scott Bruner; Town Clerk Jami Lewis (recorder); Administrative Technician Kathy Frohock (videographer)

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a) Recognition of Addie Daniels, Prescott Area Leadership's Female Youth of the Year.(Cyndi Thomas, Assistant Community Services Director)

Town Manager Grittmann reviewed Ms. Daniels background and recognized her accomplishments. Mayor Croft read the Recognition Certificate and presented Ms. Daniels with a key to the Town and a Town t-shirt. Ms. Daniels thanked the Town for the recognition as well as everyone in her life that had supported her many endeavors.

- b) Proclamation declaring April 30, 2019, as *National Therapy Animal Day*, sponsored by Pet Partners of Prescott.

Vice-Mayor Miller read the proclamation and presented it to Lana Fielding, who spoke about the new organization, Pet Partners of Prescott, as well as the benefits that it provided to the community.

- c) Proclamation commemorating the *100th Anniversary of the American Legion*, sponsored by Chino Valley's Bobby Bisjack American Legion Post #40.

Mayor Croft read the proclamation and presented it to Roger Ely, Vice Commander of Area C, who thanked the Council for recognizing the organization and provided a brief overview of the organization's history and purpose.

- d) Proclamation declaring May 5-11, 2019, as *50th Anniversary of Municipal Clerks Week*, sponsored by the International Institute of Municipal Clerks.

Mayor Croft read the proclamation and presented it to Town Clerk Lewis, who spoke about the duties of municipal clerks and the Town's support of the Town Clerk's Office.

3) **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council 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.

Beth Vicory, Frontier Girls Eagle Scout, spoke about her Eagle Diamond Award Project, sponsoring a series of programs for children at the Chino Valley Library during the summer and her call for volunteers to help. Community Services Director Bruner added further program details.

Addie Daniels spoke about the Green Bags Project she was sponsoring with her brother Alex to collect food items for school district students and a homeless food pantry run by her family and other volunteers at the school.

Patty Lindsey, President, Chino Valley Lioness Club, spoke about their upcoming Wine, Bites and Brew fundraiser this weekend, which proceeds will fund a variety of community services throughout the town.

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.

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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a) Status reports by Mayor and Council regarding current events.

Ms. Grittmann reported on:

- The last two upcoming community outreach meetings regarding the ballot measures.
- A City of Prescott executive session regarding the intergovernmental agreement.
- Volunteer reception on May 2 at the Senior Center.
- The Fifth Annual Chino Grinder scheduled on May 4.

- b) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.
- c) Introduction of Maggie Tidaback, the Town's new Economic Development Project Manager. (Cecilia Grittmann, Town Manager)

Ms. Grittmann introduced Ms. Tidaback, who spoke about her background, experience and history within the area.

- d) Report on the utility shop building and the Memory Park bathrooms. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury reported that both the projects were design build request for bids format and there had been six submittals that had been narrowed down to one top firm. Once a contract was secured, it was hoped to have design submittals within a months' time and with construction to begin in the fall. Electricity would be part of the project with the intention to upgrade the electricity within the park to satisfy the needs of annual events taking place at the park.

- e) Presentation regarding the May 21, 2019 Special Election Ballot Question related to the road maintenance program and primary property tax. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

Mr. Marbury and Mr. Duffy presented an overview of the road maintenance/property tax ballot question:

- The top concerns of the community were drainage, trash and roads. The Roads Committee and the engineering department looked at the roads and determined a maintenance strategy.
- One third of the roads were arterial or main roads and two thirds were smaller, local roads. There were 153 total miles of Town road.
- Various pavement types included chip seal, asphalt, gravel and dirt, with 80 miles being chip sealed, 40 miles asphalt, and the remaining gravel or dirt.
- Pavement preservation techniques that were the cheapest required roads to be continually maintained. Arterial and corridor roads needed the most work and maintenance. The residential roads needed lighter maintenance.
- The cost over 20 years was approximately \$32 million or \$1.6 million per year. The current budget of only \$400,000 for roads only covered three to five miles annually and would take 50 years to cover all the roads in Town.
- If the ballot measure were to pass, there would be a three-cycle seven-year schedule to cover maintenance of all the roads in Town. The Town would spend approximately \$16,000 per mile which was approximately what the County spent per mile on their roads.
- The tax levy would cover \$1.5 million annually and with the HURF funds, there would be \$1.9 million available annually. The extra funding would be put away to be used on larger future projects. The funds would be strictly used for road maintenance and would

not include employee labor, supplies, or overhead. Contractors would be hired to do the work.

- The funds would be in a separate fund that would be audited annually with a report provided on how the funds were used within the specified guidelines. The tax would sunset after 20-years.

Mr. Duffy provided an overview of the average property tax increase for residents.

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.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to accept the consent agenda as read for Items a, b and c.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins

PASSED - Unanimously

- Consideration and possible action to adopt Resolution No. 2019-1137, approving an Intergovernmental Agreement with Yavapai County, in the amount of \$16,400, for law enforcement data management. (Chuck Wynn, Police Chief)
- Consideration and possible action to accept the March 26, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)
- Consideration and possible action to accept the April 9, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- Presentation by Mackenzie Rodgers, APS Northwest Division Manager, and possible discussion regarding an overview of APS' Firewise/Fire Mitigation Program. (Cecilia Grittman, Town Manager)

Ms. Rodgers presented a summary of the Fire Mitigation Program. Key points were:

- APS highly valued safety and reliability and was actively addressing heightened wildfire threat due to residential developments within the forest and the Wildland Urban Interface (WUI).
- APS had completed fire risk reduction measures for many years through management of vegetation and defensible space around power poles, line inspections, and employing a

mitigation specialist.

- Protocols during fires may include prolonged outages in order to focus on safety first. Letters will be sent to customers in high fire risk areas based on their proximity to the WUI with fire safety tips and notification of power outages.
- Customers should sign up for emergency alerts through Nixle or the APS app, report power outages to APS, and follow the given procedures during an outage.

8) 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.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10) ADJOURNMENT

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to adjourn the meeting at 6:59 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 23rd day of April, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2019.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 05/14/2019
Contact Person: Cecilia Gritman, Town Manager
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Fourth Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for Fiscal Year 19/20 in the amount of \$60,000 of general support, and a match up to \$3,000, if approved, for an Arizona Office of Tourism Grant.

RECOMMENDED ACTION:

Approve the Fourth Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for Fiscal Year 19/20 in the amount of \$60,000 of general support, and a match up to \$3,000 if approved for an Arizona Office of Tourism Grant.

SITUATION AND ANALYSIS:

On October 13, 2015 the Town and Chino Valley Area Chamber of Commerce entered into an Accountability Contract for services. The Agreement automatically renews for up to five (5) years, with the Scope of Services being updated annually to reflect the needs of the Town and the available resources and strengths of the Chino Valley Chamber.

The Scope of Work has been created through a cooperative effort between the Town of Chino Valley staff and the Chamber's Director and Board Chair.

The Chamber is a strong resource to support local businesses and help to grow the local economy. With a new director working directly with the Economic Development Project Manager, working with the Town and other local organizations to enhance community events and activities, the Chamber is striving to fill the needs of the Community and current businesses. The Chamber works jointly with the Town's economic development efforts to secure business and economic development improvements for the community and the region. The Scope of Work reflects the cooperative efforts between the two entities.

There are minor tweaks in the Scope of Services for FY 19/20. Chamber and Town professional staff will partner on projects or events where it makes sense or is practical. Last year, the Town provided \$55,000 of funding to the Chamber plus matched a \$3,000 tourism grant. The Town also participated with the Vista volunteer funding of \$5,000, for a total of \$60,000 for last fiscal year and \$3,000 for the tourism grant, which was not funded. The Chamber will not be applying for another year of funding of the

Americorps/Vista program, but has asked the Town continue to support the additional \$5,000 to help fund a stipend for their part-time employee. This employee will continue to work on a volunteer program that could be useful to the Chamber, the Town, and other community organizations that might have events and need additional volunteer staffing.

With the new leadership at the Chamber and some new leadership with Town staff, we will continue to create relationships to boost the business climate and work together to create an environment that is business-friendly and provides the tools for success.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5563

Available: \$63,000

Funding Source:

Amount is included in the Fiscal Year 2020 Budget

Attachments

CVACC Board Letter

Chamber Accountability Contract



April 4, 2019

Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Attention: Mayor Darryl Croft, Vice Mayor Jack Miller, Esteemed Council Members & Cecilia Gritman, Town Manager

Regarding: AmeriCorp Vista Community Volunteer Program

On behalf of the Chino Valley Area Chamber of Commerce, we would like to submit a proposal to resume the Town's Community Volunteer Program (CVP) with a local individual who would be vested in our community and its success. The Chamber's Board of Directors are in agreement that this would be the most beneficial route to continue the Town's progress in this joint venture. We appreciate your continued interest in this matter and hope to move forward, sustaining this program's mission of bringing our community together.

Sincerely,

A handwritten signature in black ink that reads "Wendy McManigal". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Wendy McManigal
Chairman of the Board

928-636-2493
www.chinovalley.org
P O Box 419 • 175 E. Roud 2 South • Chino Valley AZ 86323

**FOURTH AMENDMENT
TO
ACCOUNTABILITY CONTRACT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CHINO VALLEY CHAMBER OF COMMERCE**

THIS FOURTH AMENDMENT TO ACCOUNTABILITY CONTRACT (this “Fourth Amendment”) is entered into as of May 14, 2019, with an effective date of July 1, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and the Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the “Chamber”).

RECITALS

A. The Town and the Chamber entered into an Accountability Contract, effective October 13, 2015, as amended by that First Amendment to Accountability Contract, effective July 1, 2016, that Second Amendment to Accountability Contract, effective July 1, 2017, and that Third Amendment to Accountability Contract, effective July 1, 2018, for the Chamber to promote economic growth and serve as a voice for the business community (collectively, the “Contract”). All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as contained in the Contract.

B. The Town has determined that additional Services by the Chamber are necessary (the “Additional Services”)

C. The Town and the Chamber desire to enter into this Fourth Amendment to (i) extend the term of the Contract, (ii) modify the Scope of Work to include the Additional Services and (iii) provide for the increase in compensation to the Chamber for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Chamber hereby agree as follows:

1. Term of Contract. The term of the Contract is hereby extended and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Contract.

2. Scope of Work. The Chamber shall provide the Additional Services as set forth in the Revised Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall pay the Chamber an amount not to exceed \$60,000.00 for the Additional Services.

4. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Chamber affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This Fourth Amendment and the Contract may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Chamber”

CHINO VALLEY CHAMBER OF COMMERCE,
an Arizona non-profit corporation

Wendy McManigal, Board Chair

EXHIBIT 1
TO
FOURTH AMENDMENT
TO
ACCOUNTABILITY CONTRACT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CHINO VALLEY CHAMBER OF COMMERCE

[Revised Scope of Work]

See following pages.

EXHIBIT A
Scope of Services
Fiscal Year 2019-2020

For the consideration provided in the Fourth Amendment, the Chamber shall provide the following Additional Services:

1. Visitor Center

The Chamber will maintain and staff the Visitor Center located within the Town limits. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism ("AOT") to be a state designated Local Visitor Information Center ("LVIC"). The Visitor Center will normally be open to the public between 9 a.m. and 3 p.m., Monday through Friday, and staffed adequately to answer all correspondence, telephone, email or walk-in inquiries for general information relating to Chino Valley. The Town understands that due to availability of volunteers and the need for staff to routinely be in the community, there will be times during these business hours when the office will not be staffed. This will be limited to less than 25% of stated hours. During periods when the office cannot be staffed or when the office is closed, a 24/7 kiosk on Chamber premises will be available with community information.

Meeting space at the Chamber facilities may be used by the Town with advance coordination.

2. Promotion/Marketing

The Chamber will continue or begin the following promotion and marketing activities:

- a. Distribute relocation/community guides and maps of the Chino Valley area in coordination with the Town and its GIS division and/or other resources. The Town agrees to provide an updated street map of the Town within defined parameters of area and businesses as a PDF download available 24/7, and to print copies to be available for distribution at the Chamber office.
- b. Provide an opportunity for the Town to host one "Talk of the Town, Chino Valley" radio show per month.
- c. Maintain "Chairman's Circle Sponsorship" for the Town at all Chamber events.
- d. Continue to offer and work to expand "Shop Local" program in conjunction with Prescott and Prescott Valley.
- e. Promote and enhance the Chamber's Small Business Saturday campaign.
- f. Offer routine opportunities for networking by scheduling and presenting mixers, breakfast/lunch meetings/informational presentations, etc. throughout the year partnering with businesses in the community.
- g. Provide a link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
- h. Provide a display at the Chamber office for various attractions, events and dining materials which includes members and non-members.
- i. Coordinate with the Town staff to build and maintain a community calendar.
- j. Ensure that all promotional materials, electronic and printed versions, created and distributed by the Chamber include the Town logo and a statement acknowledging that funding has been provided by the Town of Chino Valley.

3. Economic Development

In order to maintain fairness between the many industries and retail businesses inside the Town, the Chamber shall practice the concept of being community focused. The Chamber's mission is to promote

economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

The Chamber shall develop or continue the following activities in its role in economic development for the Town:

- a. Participate as an active member of the Town Council's Economic Development Committee representing the interests and needs of existing businesses in the Town.
- b. Develop and maintain strong relationships with existing local businesses and organizations regardless of membership status with the Chamber.
- c. Learn needs and collaborate with the Town and other groups to offer services that are of strong value to existing businesses.
- d. Coordinate with the Town and other economic development organizations to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.
- e. Partner with the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.
- f. Work with appropriate Town staff, elected officials and volunteers on various plans for quality of life, recreational and other community interests.
- g. Continue to offer employers and job seekers a minimum of one Job & Career Fair per year.

4. Education

- a. Provide a series of workshops at the Chamber consisting of modules on resume writing, interviewing skills and basic technology.
- b. Offer workshops and classes in areas addressing needs expressed by local business owners that provide value to their ongoing growth and success. Examples include integrating social media and technology in marketing, targeting and marketing, accounting and finance, etc.

5. Partnering with the Town

In addition to the scope of work listed above, the Chamber further agrees, through its partnership with the Town, to perform the following functions:

- a. Work cooperatively with the Town Manager or designee, who shall represent the Town's interests working closely with the Chamber Director and Board of Directors.
- b. Be available to give quarterly reports to the Chino Valley Town Council.
- c. Upon request, the Chamber Board will participate in an annual joint meeting with the Town Council.
- d. Jointly conduct a "Citizen's Academy" annually with the Town.
- e. Explore the feasibility of the following, in conjunction with the Town's technology department (where appropriate):
 1. Integrating event calendars;
 2. Linking websites;
 3. Mapping - possibly using Town data for i) business map, ii) street maps.
- f. Participate and/or collaborate with various community partners in Town-sponsored and other community events (i.e. 4th of July celebration, Halloween and others) in such a manner that fits well with the Chamber's abilities to best enhance and contribute to the interests of the community.
- g. Where appropriate, participate in Town planning efforts such as General Plan updates and amendments to Town Codes and Ordinances and solicit feedback from the business sector on such proposed amendments.

- h. As appropriate, provide feedback on project proposals brought before the Town Council for consideration or approval.
- i. As appropriate and as resources are available, work with the Town's Recreation Department to enhance resources and communication, facilitate streamlining planning for Town and Chamber events.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 05/14/2019
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Accountability Contract between the Town of Chino Valley and Yavapai Regional Transit, contributing \$1,700.00 to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2019 swim season.

RECOMMENDED ACTION:

Approve the Accountability Contract between the Town of Chino Valley and Yavapai Regional Transit, contributing \$1,700.00 to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2019 swim season.

SITUATION AND ANALYSIS:

See attached document for detailed explanation.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-50-5225
Available: 1700.00
Funding Source:
 Contingency

Attachments

Yavapai Regional Transit Letter
 Accountability Contract



Yavapai Regional Transit, Inc.

P.O. BOX 1157

Chino Valley, Arizona 86323

(928) 458-5885 Office

(928) 636-3602 Dispatcher

YavapaiRegionalTransit.com

A 501c (3) corporation

AZ Qualifying Charitable Organization

April 11, 2019

Mrs. Cecilia Grittman
Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley AZ 86323

Re: 2019 "Paulden Plunge"

Dear Mrs. Grittman,

It is the time of year when we start organizing the Paulden Plunge for this summer. As you know, the Paulden Plunge is where we transport disadvantaged children, and adults living in Paulden, to the Chino Valley Aquatic Center for a couple of hours of swimming each day for approximately two months. Many of these children have never experienced the fun of a large Public swimming pool.

Last year was the most successful summer that we have had in the past four (4) years. It seems that every year the program grows and grows.

Over the years of doing this program, we have obtained the support of the service clubs in the area. Last year YRT call upon them to provide these children with new or nearly new towels. The response was overwhelming. This year, we are asking that they provide swim suits for the kids that need them.

Because of our sponsors, at the end of the program last year, YRT provided the Town of Chino Valley with a check for over \$1,100.00 to pay for the pool admissions for the children and adults that utilized your facility.

Last summer the Town Council provided YRT with a \$1,700 stipend to help defray our fuel and maintenance costs on the bus that was utilized for this program.

With YRT being a 501c (3) non-profit, that stipend helped us out immensely. YRT's actual cost for the Paulden Plunge came out to be within a few dollars of what the town provided. With that in mind, Yavapai Regional Transit is asking for the Town to consider providing us with the same amount as last year \$1,700. YRT's participation in this cost savings effort is that we utilize trained volunteer drivers for this route.

The Town of Chino Valley's continued support for this program is greatly appreciated.

Thank you for your consideration for this request, and should you have any questions, please call me at (928) 710-9392

Sincerely

A handwritten signature in blue ink that reads "Ron Romley". The signature is fluid and cursive, with the first name "Ron" and last name "Romley" clearly distinguishable.

Ron Romley

Chairman of the Board

ACCOUNTABILITY CONTRACT

This Accountability Contract (the “Contract”) is entered into May 14, 2019, by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (hereinafter referred to as the “Town”) and Yavapai Regional Transit, Inc., an Arizona nonprofit corporation (hereinafter referred to as the “Contractor”).

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF CONTRACT:** The duration of the Contract shall be from May 14, 2019, until August 18, 2019.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from the Town to provide transportation services (“Services”) meeting the criteria set forth in Exhibit A of this Contract. Contractor also agrees to maintain accurate financial records to enable the Town to verify that the funds provided under this Contract are expended in accordance with this Contract.
3. **COMPENSATION:** Town shall compensate Contractor for the Services in the amount of \$1,700.00. Such funds shall only be used for the purposes set forth in Exhibit A.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Town an itemized report setting forth how the funds received from Town were expended.
5. **INSPECTION:** Within five days of receipt of a written request from Town, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If the Town, in its sole discretion, determines Contractor is in breach of this Contract, the Town shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Town may terminate this Contract. Contractor shall immediately return to Town all funds not spent for the Services described in Exhibit A.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** The Town may terminate this Contract pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify the Town from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney’s fees, and whether to any person or property to which the Town, its

agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death, or property damage.

10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of the Town. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, transportation of participants to Services events, supplies and equipment for the Services. Contractor shall be responsible to its employees, volunteers, Town employees and other persons performing any services related to the Services as set forth in this Contract.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Contract represents the entire agreement between the parties with respect to the subject matter hereof. This Contract may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Town.
13. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
14. **IMMIGRATION LAW 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 Services, 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. The 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). The 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.
15. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt

requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

CHINO VALLEY:

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

CONTRACTOR:

Ron Romley
Yavapai Regional Transit, Inc.
P.O. Box 1157
Chino Valley, Arizona 86323

17. Non-Boycott of Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor

For Town

(Signature)

Darryl L. Croft, Mayor

Title

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
(928) 636-2646

P.O. Box 1157
Chino Valley, Arizona 86323

Telephone Number

Attest:

Jami C. Lewis, Town Clerk

Approved as to Form:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Town only for the following services:

Contractor will use the funds for transportation costs for the summer aquatics programs, providing transportation between the Paulden Community and the Town's Aquatic Center. The costs include gas and other bus maintenance expenses.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 05/14/2019
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation, discussion, and possible action regarding a brief summary of the proposed budget for Fiscal Year 2019/2020.

RECOMMENDED ACTION:

Presentation and possible direction to staff regarding the proposed budget.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

No file(s) attached.