

**DUE TO PANDEMIC PHASED RE-OPENING PLAN, COUNCIL MEETINGS WILL BE OPEN TO A MAXIMUM OF 25 PUBLIC ATTENDEES.
SEE LAST PAGE OF AGENDA FOR FURTHER INSTRUCTIONS.**



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, JUNE 9, 2020
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**
- 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 Grittmann regarding Town accomplishments, and current or upcoming projects.

6. **CONSENT AGENDA**

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

- a. **p.5** Consideration and possible action to adopt Resolution No. 2020-1171 approving the designation of applicant's agent form submission to the Arizona Department of Emergency and Military Affairs which designate the Town's Finance Director as the Town's Agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Chino Valley. (Joe Duffy, Finance Director)
- b. **p.11** Consideration and possible action to approve the May 26, 2020, 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. **p.21** Consideration and possible action to adopt Resolution No. 2020-1167, approving an Intergovernmental Agreement (IGA) with the State of Arizona (State) authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2020-1167, approving an IGA with the State authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening.

- b. **p.33** Consideration and possible action to approve the Professional Services Agreement with Peckham and McKenney to act as the Town's executive search firm and to assist in the full recruitment process for the next Town Manager in an amount not to exceed \$25,000. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the Professional Services Agreement with Peckham and McKenney to act as the Town's executive search firm, to assist in the full recruitment process for the next Town Manager in an amount not to exceed \$25,000.

- c. **p.63** Consideration and possible action to approve the Fifth Amendment to the Accountability Contract and Scope of Services with Chino Valley Area Chamber of Commerce for Fiscal Year 2020/2021 in the amount of \$60,000 for general support. (Cecilia Gritman, Town Manager)

Recommended Action: Approve the Fifth Amendment to Accountability Contract and Scope of Services with the Chino Valley Area Chamber of Commerce for Fiscal Year 2020/2021 in the amount of \$60,000 for general support.

8. **ADJOURNMENT**

Dated this 4th day of June, 2020.

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.

Council meetings are live-streamed on Cable Channel 57, Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/88089355589>.

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap: US: +13462487799,,88089355589# or +16699009128,,88089355589#

Webinar ID: 880 8935 5589

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

6. a.

Meeting Date: 06/09/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2020-1171 approving the designation of applicant's agent form submission to the Arizona Department of Emergency and Military Affairs which designates the Town's Finance Director as the Town's Agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Chino Valley. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Adopt Resolution No. 2020-1171 to designate and appoint the Town of Chino Valley's Applicant Agent for the Arizona Department of Emergency and Military Affairs.

SITUATION AND ANALYSIS:

Arizona Governor Doug Ducey announced on May 28, 2020, that he would be distributing \$441 million of the 1.86 billions the state received in CARES Act dollars.

The Town of Chino Valley expects to receive \$1,420,731.

Before a community is eligible to receive any funds they first must register with FEMA public assistance. Resolution #2020-1171 authorizes the Town's Finance Director to apply on behalf of the Town of Chino Valley.

Fiscal Impact

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

Attachments

RES 2020-1171

RESOLUTION NO. 2020-1171

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE DESIGNATION OF APPLICANT'S AGENT FORM SUBMISSION TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES THE TOWN'S FINANCE DIRECTOR AS THE TOWN'S AGENT FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF THE TOWN OF CHINO VALLEY, ARIZONA.

BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The designation of applicant's agent to the Arizona Department of Emergency and Military Affairs, which designates the Town's Finance Director as the Town of Chino Valley's agent to execute applications on behalf of the Town of Chino Valley for the purpose of obtaining financial assistance under the Disaster Relief Act, is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of June, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1171 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on June 9, 2020, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

**EXHIBIT A
TO
RESOLUTION NO. 2020-1171**

[Application]

See following page.

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

Select program(s) ☐ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☐ Until further notice ☐ Only Event _____ ☐ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (**attached**) by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant) (day) (month) (year)

_____ has been designated as the Applicant's Agent
(Name of Designated Applicant's Agent)

to act on behalf of _____
(Applicant)

(Authorizing Official's Signature) (Title) (Date)

*This document **MUST** be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Agent.*

Designated Applicant's Agent

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

March 2020

Form #AZ PA 204-4



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 06/09/2020

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the May 26, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the May 26, 2020, regular meeting minutes.

Attachments

05/26/2020 draft minutes

DRAFT

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

**TUESDAY, MAY 26, 2020
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, May 26, 2020.

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

Staff Present: Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire (remotely); Finance Director Joe Duffy; Development Services Director Joshua Cook; Public Works Director/Town Engineer Frank Marbury; Human Resources Director Laura Kyriakakis; Officer Jeff Pizzi (Sergeant-at-Arms); IT Manager Spencer Guest (videographer); Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:03 p.m. and led the Pledge of Allegiance.

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

- a) Update regarding Yavapai College, presented by Rodney Jenkins, Vice-President of Community Relations and Student Development, and Richard Hernandez, Director of Regional Economic Development Center (REDC) and Small Business Development Center (SBDC).

Mr. Jenkins spoke about launching programs that enhanced the standard of living and quality of life for students and the community, including:

- A construction science program to provide training in techniques and strategies for developers to build houses at a fraction of the cost and time with 3D printing.
- A new fermentation program to add to the existing winery program.
- Strategies to decrease and eliminate the cost of college through the Arizona Promise program, which would give approximately \$4,000 per Arizona student to attend community college, as well as HB2790 that would allow community colleges within Arizona to offer four-year degrees.
- Open Education Resources (OER) textbook-free classes.
- Marketing strategies and working to remove the barriers for those not able to attend.
- Strategies to retain all employees during the pandemic; student attendance increasing by 20%, courses 100% online currently and working to be 75% online in the future.
- Working with the federal government to build a 40,000 square foot building to house a cooperative area for educators and businesses.

Mr. Hernandez spoke about:

- REDC helping entrepreneur business startups and maintenance, or helping existing businesses that need some form of help.
- The SBDC being a congressionally funded arm of the Small Business Association.
- Area organizations coordinating efforts to help businesses with available federal programs during the pandemic.
- The 3D printing, which could build a 2,000 square foot home, helping developers to provide affordable housing to the community.

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.

Mayor Croft read an item submitted by Kim Beasley, owner of Lucy's Bar & Grill and Danny B's Fish & Chips, regarding an invitation to the class of 2020 to participate in the Danny Beasley Community Essay Contest with the theme, "How I will use my Cougar experience to better my community?"

Mayor Croft referenced a submittal from Allen Foster, with Chino Valley High School, who voiced concern about the Town's lot split policy. Mayor Croft reported that there would be a presentation on June 30 during a Council study session and directed staff to invite Mr. Foster to the meeting.

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.

Mayor Croft reported on:

- Current COVID-19 cases in Chino Valley and asking citizens to follow the guidelines set by the President and Governor regarding physical distancing and face masks.
- The June 9 Council meeting protocols.
- The recent Town Manager Recruitment Subcommittee meeting and status of seeking an executive search firm.

Councilmember Perkins reported on business leaders in Town sponsoring a 2020 high school seniors' ball on June 20th at the Windmill House.

Councilmember Best reported on the 50th Anniversary celebration committee meeting on June 3rd.

- b) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

Town Manager Grittmann reported on:

- The dates that Town Departments would be opening and any limitations.
- The Fourth of July celebration having no alcohol due to the Department of Liquor not processing any special event liquor licenses.
- The August Mud Run being cancelled as there was no way to comply with CDC guidelines.
- The deadline for the public to apply for Town committees and boards.
- Details for Proposition 450 (Home Rule) on the August ballot being available on the Town website.
- Mingus Springs Charter School holding a drive-by 8th grade graduation ceremony.

- c) Status report by Development Services Director Joshua Cook regarding Development Services activities.

Mr. Cook reported on:

- Third quarter (January-March) statistics, including citations, neighborhood meetings, and permit applications submitted and issued.
- A review of upcoming development plans, rezoning issues, and land development.
- Continuing off site signage review until July due to needing to address subdivision and lot split issues.

- d) Report by Development Services Director Josh Cook regarding the updated schedule for Town discussions on lot splits.

Mr. Cook reported that Staff had been working with legal counsel to finalize a draft of the entire subdivision regulations chapter in the UDO. The proposed amendment will be presented to the UDO Subcommittee first, then to Council at a work session at the end of June, then to the Planning and Zoning Commission in mid-July, and the final draft presented to Council in August.

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 approve the Consent Agenda Items (a), (b), (c) and (d).

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

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to revise and renew Tow Company Services Agreements with ACT Towing, Custom Towing, and Tri-City Towing, effective July 1, 2020, through June 30, 2021. (Chuck Wynn, Police Chief)
- b) Consideration and possible action to adopt Resolution No. 2020-1165, adopting the Fiscal Year 2021 Pension Funding Policy for the Town of Chino Valley Public Safety Personnel Retirement System. (Joe Duffy, Finance Director)
- c) Consideration and possible action to adopt Resolution No. 2020-1160, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2020/2021, and setting a date for the public hearing on the proposed statements and estimates for June 23, 2020. (Joe Duffy, Finance Director)
- d) Consideration and possible action to approve the May 12, 2020, 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 funding for Yavapai Regional Transit for FY 2020/2021 in the amount of \$_____ (per Council discussion). (Cecilia Grittman, Town Manager)

Recommended Action: Approve funding for Yavapai Regional Transit for FY 2020/2021 in the amount of \$_____.

Town Manager Crittman recounted:

- Ron Romley from Yavapai Regional Transit (YRT) had requested funding from the Town of up to \$35,000 for the next fiscal year.
- The Town had not funded them for several years except for specific services or events. Early on, the Town had donated buses that were not being used. The transit system had been a success and staff had put in a lot of effort to make it successful.
- YRT was a non-profit business. They received federal funding that required a match. The people using the buses paid a small fee.

Council discussed funding a percentage of the request and if things continued to move forward in a positive direction, consider funding the remaining balance in January 2021.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to approve funding for Yavapai Regional Transit for FY 2020/2021 in the amount of \$20,000.

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

7 - 0 PASSED - Unanimously

- b) Consideration and possible action regarding the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Accept staff recommendation regarding the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association.

Laura Kyriakakis presented the following:

- The Chino Valley Police Officers Association (CVPOA) per Town Code had the right to meet and confer with Town management and submit a proposal related to wages, benefits, safety regulations and other working conditions by January 15th of every year.
- Staff received the letter from CVPOA on January 28th and the letter and the Town's response were provided to Council.
- The CVPOA Vice-President and she, the Town Manager's designee, had a productive meeting to discuss the Association's request and the Town's response. They agreed upon four requests and responses that resulted in no financial or fiscal impact to the Town's budget.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to accept staff recommendation regarding the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association.

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

7 - 0 PASSED - Unanimously

- c) Consideration and possible action to adopt Resolution No. 2020-1159, approving a Tentative Budget for the fiscal year 2020/2021 and proposed expenditure limitation for the same year, in the amount of \$24,407,900 and setting a public hearing date of June 23, 2020, on the tentative budget and adoption of the final budget. (Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution No. 2020-1159, approving a Tentative Budget and proposed expenditure limitation for FY 2020/2021, in the amount of \$24,407,900 and setting June 23, 2020, as the date for the public hearing on the tentative budget and for adoption of the final budget for FY 2020/2021.

Joe Duffy reported that this would adopt the tentative budget that set the expenditure limitation. If approved, the Council could not adopt a final budget for more than the \$24,407,900.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adopt Resolution No. 2020-1159, approving a Tentative Budget and proposed expenditure limitation for FY 2020/2021, in the amount of \$24,407,900 and setting June 23, 2020, as the date for the public hearing on the tentative budget and for adoption of the final budget for FY 2020/2021.

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

7 - 0 PASSED - Unanimously

- d) Consideration and possible action to adopt Resolution No. 2020-1167, approving an Intergovernmental Agreement (IGA) with the State of Arizona (State) authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2020-1167, approving an IGA with the State authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening.

Frank Marbury reported:

- ADOT District Engineer Alan Stump was unable to attend the meeting.
- The cost for the project had overrun over the years. The current agreement focused on the work at Road 1 North. Staff recommended that Council approve the cost sharing agreement for the IGA for \$125,000 instead of cutting out part of the scope of the project.
- The scope dealt with pavement work on the west side by the hospital and shopping center, and if it were to overrun the \$125,000, there was a clause that the Town and ADOT would split the overrun amount.

Upon questions from Council, Mr. Marbury added:

- The City of Prescott was going to do their own paving work on the east side of Road 1 North for a new pump station driveway. There was no specific work for Prescott's pump station that was part of the scope.
- The actual amount of the project will not be known until bids were received. The 50/50 blind split was concerning and the representative for ADOT was supposed to address the issue with Council.
- This project had been delayed for years and the cost kept rising, so a decision needed to be made so the project could be funded. Staff believed the additional cost was worth it.

Council preferred to delay a decision until Mr. Stump could attend the meeting so they could speak with him. Mr. Marbury did not object to delaying it until the next meeting.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to table the item until the June 9, 2020, meeting and have ADOT representation available with more detailed explanations.

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

7 - 0 PASSED - Unanimously

- e) Consideration and possible action to approve the Cooperative Purchasing Agreement with Construction Product Marketing, LLC to survey and clean the Town's wastewater collection system in the amount of \$72,520. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve the Cooperative Purchasing Agreement with Construction Product Marketing, LLC to survey and clean the Town's entire wastewater collection system for the amount of \$72,520.

Frank Marbury reported:

- This was for a budgeted project for sewer system cleaning. The system was 15 years old and the Town needed to start looking at routine cleaning and system upkeep.
- They found an alternative solution to target the cleaning and get the most for the money. The company would use a sonar technique to find the clogs and clumps of materials so that cleaning could be targeted to only the areas that needed treatment. The hope was to save money for upcoming years.

Upon further questions from Council, Mr. Marbury added:

- The Town's Vactor truck was not able to do this, as it was designed to only vacuum out manholes. This company would use a method to clear the system to clean the lines in between the manholes.
- The item did not go to committee because it had been previously brought to Council during budget sessions.
- Staff's original plan had been to budget \$75,000 annually, but with this system, it could be done semi-annually.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve the Cooperative Purchasing Agreement with Construction Product Marketing, LLC to survey and clean the Town's entire wastewater collection system for the amount of \$72,520.

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

7 - 0 PASSED - Unanimously

- f) Consideration and possible action to award contract to J. Co. Contracting, LLC for construction of the Road 3 North Flood Control Project in the amount of \$93,396.50. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award contract to J. Co. Contracting, LLC for construction of the Road 3 North Flood Control Project in the amount of \$93,396.50.

Frank Marbury reported that:

- This was a flood control project brought to the Council several years earlier and was number two on a list of five important projects.
- The drainage work was located at Road 3 North across from the Development Services and Public Works offices. It went underneath the road and connected to the Appaloosa Meadows Subdivision.
- Previous erosion work had begun to fail and Staff had done a test project using gunite to reinforce the ditch section, which was working well. They were proposing to extend that for the whole length of the ditch to tie into the concrete portion of the ditch to Appaloosa.
- The contract cost was under budget and the money would come from County flood control funding from property taxes.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to award contract to J. Co. Contracting, LLC for construction of the Road 3 North Flood Control Project in the amount of \$93,396.50.

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

7 - 0 PASSED - Unanimously

8) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:14 p.m.

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

7 - 0 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 _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 06/09/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Road 1 North and SR-89

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2020-1167, approving an Intergovernmental Agreement (IGA) with the State of Arizona (State) authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Adopt Resolution No. 2020-1167, approving an IGA with the State authorizing the contribution of \$125,000 toward the construction costs for improvements along Road 1 North in conjunction with the construction of a new traffic signal and road widening.

SITUATION AND ANALYSIS:

The State of Arizona (State) is seeking a \$125,000 contribution from the Town toward the construction of improvements on Road 1 North in regards to the traffic signal and road widening project at Road 1 North, along State Route 89. The Town had previously contributed \$75,000 for project design costs in 2017. The total project cost is currently estimated at \$1,300,000. After the project is completed, the State will invoice the Town, in a 50/50 split, for the difference between estimate and actual costs of the project in the Road 1 North right-of-way, if necessary.

As an alternative, should the Town not desire to contribute the \$125,000, road work on Road 1 North on the west side of State Route 89 would be eliminated from the scope of the project.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5535
Available: \$125,000
Funding Source:
 Funds will be paid from the Capital Improvement Fund.

Attachments

RES 2020-1167

RESOLUTION NO. 2020-1167

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, RELATING TO THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL AND ROADWAY WIDENING.

BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona as follows:

SECTION 1. The Intergovernmental Agreement between the Town of Chino Valley (the "Town") and the State of Arizona, acting by and through its Department of Transportation relating to the construction of a new traffic signal and roadway widening at Road 1 North, along State Route (SR) 89 (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Town hereby designates the Arizona Department of Transportation as the Town's authorized agent for the purpose of the construction described in the Agreement.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of June, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1167 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on June 9, 2020, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2020-1167

[Agreement]

See following page.

ADOT CAR No.: IGA 20-0007712-I
AG Contract No.: P0012020000736
Project Location/Name: SR 89 @ Road 1
North
Type of Work: New Traffic Signal and
Roadway Widening
Federal-aid No.:089-B(213)ST
ADOT Project No.: HX247 01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the “Town”). The State and the Town are collectively referred to as “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The State will design, advertise, award and administer construction of a new traffic signal and roadway widening at Road 1 North, along State Route (SR) 89, (the “Project”), estimated at \$1,300,000.00. The State will obtain federal funds for construction costs associated with the Project. The Town will contribute \$125,000.00 toward the construction of the Project improvements along Road 1 North and be responsible for the maintenance of any improvements within the Town’s right-of-way.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Town's designated agent for the Project.
 - b. After this Agreement is executed, invoice the Town for their contribution of \$125,000.00 toward the construction costs of the Project improvements along Road 1 North. After the Project costs are finalized, the State will either reimburse the City in the same percentages as originally contributed to the Project or invoice the Town, in a 50/50 split, for the difference between estimated and actual costs of the Project in Road 1 North right-of-way, if necessary.
 - c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the Town as appropriate.
 - d. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
 - e. Notify the Town of final inspection and acceptance of all the Project improvements, and not be responsible for maintenance of the Project improvements within the Town's right-of-way.
3. The Town will:
 - a. Designate the State as the Town's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay to the State the Town's contribution of \$125,000.00 toward the construction costs of the Project. Be responsible for and pay, in a 50/50 split with the State, total Project costs within Road 1 North right-of-way, that exceed the original estimate, within 30 days of receipt of an invoice.
 - c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
 - d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or

improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Town rights-of-way. This temporary right will expire with completion of the Project.
- f. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- g. After final inspection and acceptance of the Project is complete, assume maintenance responsibility of any Project improvements within the Town's right-of-way at its sole expense.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims

to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Town shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Town.
7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
9. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. The Town shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the Town at the request of ADOT.
14. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

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16. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
19. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Chino Valley
 Attn: Frank Marbury
 202 N. State Route 89
 Chino Valley, AZ 86323
 928.636.7140
fmarbury@chinoaz.net

For Project Administration:

Arizona Department of Transportation
 Project Management Group
 205 S. 17th Avenue, Mail Drop 614E
 602.712.7046
PMG@azdot.gov

Town of Chino Valley
 Attn: Frank Marbury
 202 N. State Route 89
 Chino Valley, AZ 86323
 928.636.7140
fmarbury@chinoaz.net

For Financial Administration:

Arizona Department of Transportation
 Project Management Group
 205 S. 17th Avenue, Mail Drop 614E
 Phoenix, AZ 85007
PMG@azdot.gov

Town of Chino Valley
 Attn: Frank Marbury
 202 N. State Route 89
 Chino Valley, AZ 86323
 928.636.7140
fmarbury@chinoaz.net

21. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
22. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CHINO VALLEY

STATE OF ARIZONA

Department of Transportation

By _____
DARRYL L. CROFT
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
JAMI LEWIS
Town Clerk

IGA 20-0007712-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CHINO VALLEY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CHINO VALLEY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

Town Attorney

Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 06/09/2020
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Peckham and McKenney to act as the Town's executive search firm and to assist in the full recruitment process for the next Town Manager in an amount not to exceed \$25,000. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Peckham and McKenney to act as the Town's executive search firm, to assist in the full recruitment process for the next Town Manager in an amount not to exceed \$25,000.

SITUATION AND ANALYSIS:

The Town Manager, Cecilia Gritman provided the Town of Chino Valley Town Council with a generous notice of retirement, which is set to take place in the first quarter of calendar year 2021. At the direction of Town Council, a Recruitment Subcommittee was formed to oversee the recruitment process for a new Town Manager. One of their first orders of business was to recommend an executive search firm, to Town Council, to assist in the full recruitment process. The Human Resources Director obtained proposals/letters of interest from seven executive search firms. The Director then narrowed down the choices to the top three firms and set up presentations/interviews between the executive search firms and the Recruitment Subcommittee. Presentations/Interviews were conducted, via Zoom, on May 14, 2020. At the conclusion of the presentation/interviews, the Recruitment Subcommittee reviewed, discussed and made a motion to recommend Peckham and McKenney as the executive search firm to assist the Town Council in selecting the next Town Manager. All proposals were similar in price and the final decision was based primarily on knowledge and experience in filling similar positions for other like municipalities. Attached is the agreement by and between the Town and Peckham and McKenney.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5600
Available: \$25,000

Funding Source:

Total fees not to exceed \$25,000 per the Recruitment Subcommittee motion, dated May 14, 2020.

Attachments

PSA with Peckham and McKenney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PECKHAM & MCKENNEY, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of June 9, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”) and Peckham & McKenney, Inc., a California corporation (the “Consultant”).

RECITALS

- A. The Town is in need of professional executive search and recruitment services (the “Services”).
- B. Consultant 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 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.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 8, 2021, unless terminated as otherwise provided in this Agreement.
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. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.
3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$25,000.00, of which \$4,000.00 is an owner’s contingency which shall be utilized at the Town’s sole discretion, for the Services at the rates set forth in the Fee Proposal attached hereto as part of Exhibit A.
4. **Payments.** The Town shall pay the Consultant as set forth below, 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.

4.1 Retainer. Upon execution of this Agreement, the Town shall pay Consultant an amount not to exceed \$7,000.00.

4.2 Second Payment. Thirty days after execution of this Agreement, the Town shall pay Consultant an amount not to exceed \$7,000.00.

4.3 Third Payment. Sixty days after execution of this Agreement, the Town shall pay Consultant an amount not to exceed \$7,000.00.

4.4 Additional Fees. The Town shall pay any additional fees in excess of \$21,000.00 *IF AND WHEN* they are authorized by the Town.

5. Safety Plan. Intentionally omitted.

6. Documents. The documents described in the Scope of Work which are prepared by Consultant and submitted to the Town pursuant to this Agreement shall be the property of the Town.

7. Consultant Personnel. Consultant shall provide experienced personnel as described in the Scope of Work.

8. Inspection; Acceptance. Intentionally omitted.

9. Licenses. 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.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out 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.

12. 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. Notwithstanding the foregoing, the indemnification in this Section shall be limited to the amount of insurance provided below.

13. Insurance. See Exhibit B attached hereto and incorporated herein by reference.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For the 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.

14.2 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.

14.3 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. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 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.

14.5 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.

14.6 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.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 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 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.

16.2 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 Yavapai County, Arizona.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 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.

16.14 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: Peckham & McKenney, Inc.
300 Harding Boulevard, Suite 203-D
Roseville, California. 95678
Attn: Andrew Gorgey, Vice President, Western Region

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.

16.15 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.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 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 16.17 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.

16.17 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 subcontractors' 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.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the

duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 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.

16.20 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 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.

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”

PECKHAM & McKENNEY, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PECKHAM & McKENNEY, INC.

[Scope of Work and Fee Proposal]

See following pages.

EXHIBIT A – SCOPE OF SERVICES
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THE FIRM

Peckham & McKenney, Inc.

Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm's President and Chief Operating Officer, respectively. Our team of Executive Recruiters is based in northern and southern California, Colorado, and Texas and brings over 60 years of experience in local government and executive search. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, we have conducted more than 500 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, Boards, and Commissions throughout the West, we have successfully placed hundreds of City and County Managers, Chief Administrative Officers, Executive Directors, General Managers, Administrators, and Legal Counsel, as well as their Assistants and Deputies.

In addition, we have placed hundreds of executives and organizational leaders in the areas of public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, information technology, library services, parks and recreation, and community services.

Our Reputation

Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity and high ethics. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us, which you can find on our web site at www.peckhamandmckenney.com.

"All about fit"

We recognize that every agency and community we serve is unique, and the candidate you ultimately select must "fit." We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their "fit."

Our Commitment to the Future

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. We have provided numerous workshops and training sessions in Arizona, California, Colorado, Oregon, and Washington to up-and-comers, mid-career professionals, and executives on resume and interview preparation and general career guidance. We also actively support ICMA's League of Women in Government, Women Leading Government, and the annual Women's Leadership Summits in California and Colorado. In addition, we serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California.

Peckham & McKenney is a Gold Level sponsor of the League of California Cities, California City Management Foundation, Colorado City & County Management Association, Arizona City/County Management Association, and the Washington City & County Management Association. We are members of a variety of industry associations including the International City/County Management Association, International Hispanic Network, and Women Leading Government.

YOUR RECRUITMENT TEAM

Our Approach

When you retain Peckham & McKenney, you are guaranteed that your Recruiter is fully responsible for the success of the recruitment process. Supported by experienced administrative, research, and marketing specialists, your Recruiter limits the number of active searches to which she or he is committed. Members of your recruitment team for this important search follow.

Bobbi C. Peckham, President

Bobbi Peckham brings over 30 years' experience as an Executive Recruiter as well as prior experience in a local government agency. Ms. Peckham is sought out and retained due to her high ethics, integrity, hands-on customer service, and unique ability to identify candidates that "fit" her client agencies and communities.

Ms. Peckham began her career in local government in the City Manager's office of the City of Naperville, Illinois, where she became familiar with all aspects of local government in the nation's fastest growing community at that time. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region. In 2004, Ms. Peckham formed Peckham & McKenney, Inc. in partnership with Phil McKenney, Chief Operating Officer.

Since 1987, Ms. Peckham has placed hundreds of executives in local government agencies. She is driven to helping the next generation of leaders to succeed in their careers and frequently contributes her time and knowledge in resume review, career guidance, and interview skills. She was also instrumental in writing the ICMA's *Job Hunting Handbook*. Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco.

Phil McKenney, Chief Operating Officer

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Matthesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the Western United States.

Mr. McKenney began his career in executive recruitment in January 2003 and has since conducted hundreds of national recruitments throughout the Western states, including Colorado, Arizona, Idaho, Wyoming, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Andrew (Drew) Gorgey, Vice President, Western Region*

Since joining Peckham & McKenney in 2016, Drew Gorgey has quickly established himself as a sought-after industry professional, completing dozens of major executive recruitments in Arizona, California, Colorado, New Mexico, Utah, and Washington. Before joining the firm, Mr. Gorgey served in Colorado local government for nearly 20 years, including 11 years at the executive and management levels, making his first executive hire in 2004. Mr. Gorgey served as County Manager and County Attorney for Garfield County in Glenwood Springs, Colorado. Mr. Gorgey also served as First Assistant and Chief Deputy County Attorney in El Paso County in Colorado Springs, Colorado. In addition, he served as Acting City Manager for the City of Glenwood Springs and as a Deputy District Attorney in Colorado's Fourth Judicial District. Mr. Gorgey continues to serve local government as General Counsel to the Garfield County FML District, a part-time executive position he has held since June 2011. His strong skills in leadership, strategic planning, talent identification, recruitment, development and retention, and his commitment to excellence in the hiring process, have helped many diverse organizations advance, improve, and meet their strategic objectives quickly.

Moving to Colorado in 1987, Mr. Gorgey began his career in the resort and hospitality industry, serving as a Corporate Trainer for The Broadmoor, a Forbes Five-Star and AAA Five-Diamond Resort in Colorado Springs. He later served as Editor of *The Colorado Springs Business Journal*. Since his youth, Mr. Gorgey has been an enthusiastic student of leadership, dedicating substantial volunteer hours to leadership positions in various professional associations. The El Paso County Bar Association in Colorado Springs named Mr. Gorgey "Outstanding Young Lawyer" in 1999 and elected him one of the Association's youngest Presidents in 2003-04. Mr. Gorgey twice served the Colorado Bar Association as Vice President. He is also Past President of the Association of Colorado County Administrators. Mr. Gorgey has lectured on leadership at the American Bar Association's prestigious Bar Leadership Institute in Chicago, the Colorado Bar Association's Bar Leadership Training course (COBALT), and the Special District Association of Colorado's Leadership Academy, among others. He has lectured on recruitment, interviewing, and related topics at the City/County Management Association conferences in Arizona, Colorado, and Washington, at the Arizona State University School of Public Affairs, the University of Colorado School of Public Affairs, and at the NextGen Leadership Conference at the University of Arizona in Tucson. He completed the International City/County Management Association's (ICMA's) Gettysburg Leadership Institute in 2017.

Mr. Gorgey has an undergraduate degree in English from the University of Colorado, as well as a Juris Doctor from the University of South Carolina School of Law. He works from his office in Colorado Springs.

(Note: For convenience and brevity, biographies of Executive Recruiters **Ellen Volmert**, **Josh Agnew**, and **Anton "Tony" Dahlerbruch** have been omitted.)

Joyce Johnson, Operations Manager*

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Kevin Johnson, Research Assistant*

Kevin Johnson has been a member of the Peckham & McKenney team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks,

potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Joyce Masterson, Research Assistant*

Joyce Masterson brings nearly 30 years' experience working in the City Manager's office and as Director of Economic Development & Community Relations with the City of Escondido. She brings Peckham & McKenney extensive experience in general government administration, media relations, public information, and customer service. She has been active in various organizations over the years including the Municipal Management Assistants of Southern California and California Association of Public Information Officials. Ms. Masterson holds a Bachelor of Arts degree in Telecommunications from Brooklyn College, NY.

Linda Pucilowski, Graphic Designer*

With nearly 30 years experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant*

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

*Chino Valley Executive Recruitment Team Member. Mr. Gorgey works from his office in Colorado Springs, CO.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the Town's specific needs, the search process typically includes the following key steps:

Project Organization – Prior to beginning the recruitment, necessary documentation (contract, insurance, business license, retainer invoice, etc.) will be processed. We ask that the Town identify a single point of contact. This individual will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conference call with the Town to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss expected parameters of the search, the search timeline, and schedule future meeting dates.

At this time, the Town will determine the extent of involvement of other individuals in the search process. This may include the agency's leadership team, staff members, labor representatives, appointed commission or committee members, business leaders, community stakeholders, residents, and others. In addition, we will discuss specific desires and expectations of the Town relating to the development of the candidate profile, finalist interview process, and the various components to be considered.

Your Recruiter will provide recommendations on best practices. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process will impact the search, search timeline, and ultimately the cost of the recruitment process.

Development of Candidate Profile (on-site meeting #1) – This step provides for the development of the Candidate Profile that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening and selection of your next Town Manager. The Candidate Profile includes information relating to the Town; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new Town Manager; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate.

Your Recruiter will develop this profile following individual or group discussions with those individuals identified in the initial conference (see Project Organization above). Our proposal includes one day on site to develop the Candidate Profile. We will request information relating to compensation and benefits, organization charts, and budget data. In addition, we will request high-resolution photos to be used in an attractive brochure to market the opportunity.

A draft of the Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner in order to maintain the agreed-upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. This brochure will be distributed to up to 500 identified industry professionals, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the Town.

Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other venues, will be used as appropriate. Full information on the position will be posted on the Peckham & McKenney website and provided to the Town for posting as well.

Recruitment –The main focus of our outreach will be direct phone contact with quality potential candidates. With over 50 combined years of executive search experience, we have developed an extensive candidate database that is continuously updated and utilized. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the Town regarding the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will “team” with the Town to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating “surprises” once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the Town on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear to meet qualifications and descriptions in the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary interviews with those individuals most closely matching the qualifications and description of the Ideal Candidate in the Candidate Profile. We will also conduct internet research, so that we may probe the candidate regarding any areas of concern. Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (on-site meeting #2) – A bound report will be provided to the Town prior to our meeting to discuss our recommendation of leading candidates. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration. We may include a first and second tier of candidates within our recommendation.

Your Recruiter will meet with the Town in a one- to two-hour meeting and will provide an overview of each recommended candidate as well as share any concerns or negative information. Once a group of finalists has been selected by the Town, we will revisit early decisions relating to the finalist interview process. A one-day finalist interview process is standard for initial finalist interviews, however, the Town may want to include multiple interview panels, tours, meet-and-greet sessions, one-on-one interviews, presentations, and other selection options. Your Recruiter will provide further recommendations on finalist process steps during this meeting.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the Town. We will prepare an interview schedule and confirm all necessary details with our point of contact.

If necessary, finalists will make their own travel plans and reservations. It is customary that the Town reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the Town. We will confirm this with the Town at our meeting to recommend candidates.

Finalist Interview Process (on-site meeting #3)

Your Recruiter will provide on-site facilitation during the finalist interview process. An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. A standard finalist interview process is typically conducted within one day. Should the process desired by the Town require more than one day, an additional fee will be charged. Please see “**A Special Word on Community Engagement**” below.

A Special Word on Community Engagement – Community Engagement is essential to the executive recruitment process. Peckham & McKenney will customize the Community Engagement component of your process to fit the Town’s specific needs. Community Engagement most frequently occurs during the Finalist Interview Process, when your community members and stakeholders are introduced to finalists. Your Recruiter will facilitate Community Engagement to the extent you see fit, and will advise you on how best to capture this valuable feedback and route it back effectively to your decision-makers. We are also able to provide options on the composition of citizen and stakeholder interview panels, and to offer sample interview questions, as needed. To the extent the Town would like to introduce Community Engagement earlier in the recruitment process, your Recruiter will be happy to discuss those options with you. Community Engagement could also be accomplished or expanded virtually via Zoom Webinar.

Qualification – Once the finalist candidate has been selected and a contingent offer has been made by the Town, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world’s largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan (California clients) in order to ensure that all known criminal history records (beyond seven years) are investigated.

Professional references will also be contacted by your Recruiter, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the Town.

Peckham & McKenney’s qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the client’s responsibility.

Our ultimate goal is to exceed your expectations and successfully place a candidate who “fits” your organization and community’s needs now and into the future.

TOWN MANAGER
TOWN OF CHINO VALLEY
SEARCH SCHEDULE
(subject to modification and approval)

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Kickoff Meeting / Project Organization Kickoff Meeting: June 15-16 (On Site #1) - On-site meeting with Chino Valley representatives to discuss Candidate Profile - Interviews with Mayor, City Council, Town Manager, Town Attorney, etc. - Interviews with all other relevant persons as directed, tour of facilities as needed	Immediate
II. Development of Candidate Profile - Develop Candidate Profile/Marketing Brochure and obtain approval from Chino Valley - Chino Valley to collaborate with P&M to ensure timely edits, graphics, photos - Finalize advertising and recruiting plan	Final draft completed n.l.t. June 30, 2020
Go Live Date: August 20	
III. Recruitment (Filing Deadline – Oct. 1) - Advertise, network, and electronically post in appropriate venues - Send Candidate Profile to 300-400 industry professionals - Post opportunity on firm’s web site as well as Chino Valley’s site, ICMA, Arizona League, etc. - Search for/identify/recruit individuals within the parameters of the Candidate Profile - Respond to all inquiries and acknowledge all resumes received in a timely manner	Aug. 20 – Oct. 1
IV. Preliminary Interviews/Recommendation Recommendation of Candidates: Oct. 20 (On Site #2) - Review resumes and supplemental questionnaires - Conduct preliminary interviews with leading candidates - Conduct Internet research - Present written recommendation of finalists to Chino Valley - Notify all candidates of search status	Oct. 2 – Oct. 20
V. Final Interviews/Selection Finalist Interview Process: Nov. 4-5 (On Site #3) - Schedule finalist interviews - Design process and facilitate finalist interviews with Chino Valley - Assist Chino Valley throughout process and provide recommendations - Chino Valley selects candidate or leading 2-3 candidates for further consideration - Chino Valley conducts second interview process.	Oct. 21 – Nov. 5
VI. Qualification - Conduct thorough background and reference checks on leading candidate - Negotiation assistance	Nov. 6 – Nov. 12

- Exceed expectations and successfully place candidate who “fits.”

Contract Approval: November 24 Special Meeting

COST OF SERVICES

Cost of Services

Our all-inclusive fee to conduct the search process for your next Town Manager is \$21,000, presuming three in-person visits by the recruiter, \$18,000, presuming an “all-virtual” recruitment with no in-person visits by the recruiter, and otherwise \$18,000, plus \$1,000 for each in-person visit by the recruiter.

The fee quoted above is for a full recruitment process as described in The Search Process, including three to four days of on-site meetings. The first on-site meeting is to develop the Candidate Profile; the second on-site meeting is to provide a recommendation of candidates; and the third on-site meeting includes up to two consecutive days to facilitate finalist interviews.

Additional Service Costs

The following “menu” details fees for additional requested services. Some fees may be negotiated.

Additional on-site meeting day	\$500 - 1,000/each + travel expenses
Each additional full background check	\$300/each

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the Town’s behalf for consultant travel and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received.

The second third of the full payment will be invoiced one month from contract execution, and it is due within 30 days following the invoice date.

The final third of the full payment will be invoiced two months from contract execution, and it is due within 30 days following the invoice date.

If the Town requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner. Services may be suspended until payment is received.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and coverage is provided by Sentinel Insurance Company and Hiscox Insurance Co. Limited.

Necessary insurance documentation will be provided to the Town in a timely manner.

GUARANTEE AND ETHICS

Placement Guarantee

Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our firm (external candidates only) leaves your employment ***for any reason within the first year*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at no additional charge, except expenses.

Ethics

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.
- As recruitment professionals, we do not recruit our placements — ***ever***. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we ***always*** represent and speak of our clients in a positive manner, during the recruitment engagement as well as years after.

Reopening the Recruitment

Throughout the recruitment process, all efforts are made to ensure a successful placement of a candidate who fits the Candidate Profile. It is extremely rare that the recruitment process fails to produce a preferred candidate in the first instance. If the search process, however, does not produce a successful placement in the first instance, and there is an understanding that the Town and Peckham & McKenney each take responsibility for whatever errors may have been made, if any, we will conduct a second recruitment process for the cost of expenses (approximately \$5,000), and a professional fee limited to additional on-site meeting day(s) (approximately \$1,000/day). In this unlikely case, we will work with you and make every effort to keep these expenses minimal.

As Albert Einstein said, the definition of insanity is "doing the same thing over and over again and expecting different results." Prior to reopening the recruitment, we will thoroughly review with the Town what adjustments in approach, compensation, or other variables may be necessary to ensure a successful outcome.

DIVERSITY STATEMENT

Peckham & McKenney, Inc., is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

Our average for female and minority placements since 2014 is approximately 51%. Of that average, 37% of our placements are female.

Also, for over 30 years, firm principal and founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government, succeeding in the field as few other women have. As a “minority” owner of her own firm, Ms. Peckham and her partner and co-founder, Phil McKenney, have gone to great lengths to support the management profession, women, minorities, and all involved in the recruitment and hiring processes.

In addition to all other outreach methods, our firm utilizes the National Diversity Network, which ensures placement of your opportunity with the following online venues.

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women’s Job Network

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PECKHAM & McKENNEY, INC.

[Insurance]

See following pages.

INSURANCE

1. In General. Consultant shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Agreement by the Consultant, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Consultant's obligations under this Agreement have been met, including any warranty periods. The Consultant's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Consultant from liabilities that might arise out of this Agreement, and Consultant is free to purchase such additional insurance as Consultant may determine is necessary.

Consultant shall provide coverage at least as broad and with limits not less than those stated below.

A. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

B. Umbrella Coverage \$2,000,000

C. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
For Bodily Injury & Property Damage \$1,000,000

D. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability; Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the Town. If not approved, the Town may require that the insurer reduce or eliminate such self-insurance retentions with respect to the Town, its officers, agents, employees, and

volunteers. Consultant shall be solely responsible for any self-insured retention amounts. Town at its option may require Consultant to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
 - A. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the Town of Chino Valley, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Agreement and activities performed by or on behalf of the Consultant, including products and completed operations of the Consultant, and automobiles owned, leased, hired or borrowed by the Consultant.
 - B. Broad Form. The Consultant's insurance shall contain broad form contractual liability coverage.
 - C. Primary Insurance. The Consultant's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, agents and employees, shall be in excess of the coverage of the Consultant's insurance and shall not contribute to it.
 - D. Each Insured. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - E. Not Limited. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - F. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the Town, its officers, officials, agents and employees for losses arising from work performed by Consultant for the Town.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the Town. Notices required by this section shall be sent directly to:

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona. 86323
Attn: Joe Duffy, Finance Director
7. Acceptability of Insurers. Consultant shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's"

rating of not less than A-. The Town does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8. Certificates of Insurance. The Consultant shall furnish the Town with certificates of insurance (ACCORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The Town project/contract number and project description shall be noted on the certificates of insurance. The Town must receive and approve all certificates of insurance and endorsements before the Consultant commences work.
9. Policies. The Town reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The Town shall not be obligated, however, to review any insurance policies or to advise Consultant of any deficiencies in such policies and endorsements. The Town's receipt of Consultant's policies or endorsements shall not relieve Consultant from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of Consultant's obligations under this Agreement.
10. Modifications. Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the Town's Attorney's Office in consultation with the Town's Risk Manager, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by their handwritten revision and notation to the foregoing insurance requirements.
11. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. c.

Meeting Date: 06/09/2020
Contact Person: Cecilia Grittmann, 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 Fifth Amendment to the Accountability Contract and Scope of Services with Chino Valley Area Chamber of Commerce for Fiscal Year 20/21 in the amount of \$60,000 for general support. (Cecilia Grittmann, Town Manager)

RECOMMENDED ACTION:

Approve the Fifth Amendment to Accountability Contract and Scope of Services with the Chino Valley Area Chamber of Commerce for Fiscal Year 20/21 in the amount of \$60,000 for general support.

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 grown the local economy. With the 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 continues striving to meet the needs of the Community and current businesses. The Chamber should work jointly with the Town's economic development efforts to secure business and economic development improvements for the community and the region.

There are minor changes in the Scope of Services for FY 20/21. The Scope more clearly outlines the volunteer program which the Town helps to fund. The program, when fully developed, should be useful to the Chamber, the Town, and other community organizations that might have events and may need additional volunteer staffing.

The Town is requesting the Chamber participate with Economic Development in establishing a tourism committee that will assist in creating a tourism website for the Town to outline events and activities that

may be of interest to the traveling public. This should tie in with the Chamber's Visitor's Center and economic development jointly.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5563

Available: \$60,000

Funding Source:

Funds will be paid out of the Outside Agency Funding Account.

Attachments

Chamber of Commerce Accountability Contract Fifth Amdt

**FIFTH AMENDMENT
TO
ACCOUNTABILITY CONTRACT BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
AND
CHINO VALLEY CHAMBER OF COMMERCE**

This FIFTH Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce dated October 13, 2015 ("Third Amendment"), is made and entered into this 26th day of May, 2020, with an Effective Date of July 1, 2020 by and between the Town of Chino Valley, a municipal corporation of the State of Arizona (the "Town") and Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the "Chamber"). Town and Chamber are collectively referred to herein as the "Parties".

I. RECITALS

A. The Parties entered into an Accountability Contract effective October 13, 2015 (the "Contract") through June 30, 2016 and automatically renewing each year for up to five (5) successive one-year terms, effective July 1 of each successive year. The Parties are, therefore, in the fifth renewal year at the time of this Fifth Amendment.

B. The Contract was amended effective July 1, 2016, pursuant to the First Amendment to the Accountability Contract. The Contract was amended effective July 1, 2017, pursuant to the Second Amendment to the Accountability Contract. The Contract was amended effective July 1, 2018 pursuant to the Third Amendment to the Accountability Contract. The Contract was amended effective July 1, 2019 pursuant to the Fourth Amendment to the Accountability Contract.

C. The Parties desire to consider additional changes to their obligations by revising the amount of compensation and adopting a new Scope of Work for fiscal year 2020-2021.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the Contract, the Parties agree to amend the Contract as follows:

1. Section 2 Compensation is amended to read as follows:

a. Compensation: Town shall compensate Chamber in the amount of Sixty-Thousand dollars (\$ 60,000.00) for Services delineated and defined in this Fifth Amendment.

2. Section 3 Scope of Services is amended to read as follows:

a. Chamber Responsibilities. Chamber agrees to use funds received from Town to provide Visitor Center and services ("Scope of Services"), as set forth in **Exhibit A**, which is attached hereto and incorporated herein and to use the funds from the Town for those purposes only. Chamber also agrees to maintain accurate financial records to enable Town to verify that the funds provided under this Agreement are expended in accordance with this Agreement. Chamber shall be

responsible for compliance with all applicable federal, state and local laws and regulations.

b. Chamber also agrees to fund a part-time position for the development and administration of the Community Volunteer Program, as outlined as Section Six (6) in Exhibit A, the Scope of Services.

* * *

3. The "Provisions of Agreement FY 19-20 Scope of Services", is hereby superseded and replaced by the "Scope of Services, Fiscal Year 2020- 2021, attached to this Fifth Amendment as Exhibit A.

4. Non-Default. By executing this Fifth 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 Fifth 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 Fifth Amendment are forever waived. Except as amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, effective October 13, 2015 and the First Amendment thereto, which shall become effective July 1, 2020.

The TOWN OF CHINO VALLEY

The CHINO VALLEY CHAMBER OF
COMMERCE

By: _____
Darryl Croft, Mayor

By: _____
Rhonda Smith, Board Chair

ATTEST:

2

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
Scope of Services
Fiscal Year 2020-2021

For the consideration provided in the Fifth Amendment, Chamber shall provide the following 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. Town agrees to provide an updated street map of Town within defined parameters of area and businesses as a PDF download available 24/7, and to print for distribution copies to be available 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 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 attraction, event & dining materials which includes members & 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. Meet with the Town's Economic Development staff member at a minimum on a quarterly basis, to discuss areas that may be of concern to both parties or ideas to enhance the success of economic development within our community and region.
- h. Participate in an active role with the development of a Town Tourism website or other social media platforms. If funding is available for a Town tourism website, participate as a committee member to the development team of the website's content.
- i. 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 and Town further agree, through its partnership with the Town, to perform the following functions and demonstrate the following behaviors:

- 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. As a partnership, working cooperatively includes both parties speaking in a positive and professional manner to the public about respective entities and while participating in joint functions and activities will do so in a positive fashion. Concerns about activities or policies of the Town or Chamber should be brought to the attention of the Town Manager or designee, or Chamber Board President or designee, respectively.
- c. Be available to give quarterly reports to the Chino Valley Town Council.
- d. Upon request, the Chamber Board will participate in an annual joint meeting with the Town Council.
- e. Conduct jointly with the Town, an annual "Citizens Academy."
- f. In conjunction with the Town's technology department, where appropriate, explore the feasibility of the following:
 - i. Integrating calendar events;
 - ii. Linking websites;
 - iii. Using Town data for mapping purposes (i.e. business map, street map).
- g. Participate and / or collaborate with various community partners in Town-sponsored and other Community Events (i.e 4th of July, Harvest Fest, Halloween, December to Remember) in such a

manner that fits with the Chamber's abilities to enhance and contribute to the interests of the community.

- h. Where appropriate, participate in Town planning efforts such as General Plan updates and updates to Town Codes and Ordinances and solicit feedback from the business sector and on such proposed amendments.
- i. As appropriate, provide feedback on project proposals brought before the Town Council for consideration or approval.
- j. 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.

6. Community Volunteer Program

The Town of Chino Valley and Chino Valley Area Chamber of Commerce partner in the Community Volunteer Program. The Volunteer Coordinator is responsible for recruiting and managing groups of volunteers, as well as individual members of a volunteer organization.

The program is will accomplish the following:

- a. Develop, promote, and maintain a wide range of volunteer opportunities within the organization and the community;
- b. Maintain Volunteer Service descriptions for each volunteer assignment. Ensure volunteers are staffed to support the various areas of operations, to include visitor service areas and events;
- c. Arrange for volunteer orientation and training, schedule all volunteer activity, including activities of the Town of Chino Valley and the Chino Valley Area Chamber of Commerce;
- d. Evaluate all aspects of volunteer program to ensure effectiveness and to recommend / implement changes as appropriate;
- e. Maintain accurate records and provide timely statistical and activity reports on volunteer participation. Recruit and interview potential volunteers.
- f. Work with the Director of the Chino Valley Area Chamber of Commerce on marketing and public relations and professional associations to publicize opportunities for volunteers to participate. Develop and maintain relationships with other volunteer organizations;
- g. Provide on-going support and guidance for volunteers as a single point of contact for communications and provide status reports to the Board of Directors.
- h. Exercise creativity in volunteer recruitment and maintain kiosk with volunteer activities and information.