



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

SPECIAL MEETING
Thursday, August 23, 2012
6:00 P.M.

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

AGENDA

- 1) **CALL TO ORDER; ROLL CALL**
- 2) Legislative update by District 1 Congressman Paul Gosar. (Mayor Marley; Vice-Mayor Tenney)
- 3) Consideration and possible action to approve Consulting Agreements related to Chino Valley Transit with: (i) Steinback and Associates for transit management services in the amount of \$20 per hour, and (ii) William Mitchell for transit dispatching services in the amount of \$15 per hour.

Recommended action: Approve Consulting Agreements related to Chino Valley Transit with Steinback and Associates in the amount of \$20 per hour and William Mitchell in the amount of \$15 per hour.
- 4) Financial Report by Ed Steinback regarding Chino Valley Transit System Operation. (Robert Smith, Town Manager)
- 5) Consideration and possible action regarding compensation issues related to the Magistrate Court staff. Funds amounting to no more than \$9,008 per annum to come from one or more of the Court limited funds and no more than \$9,008 per annum to come from Town contingency funds.(Councilmember Hatch; Councilmember Croft)

Recommended action: To be determined per Council discussion.
- 6) Consideration and possible action to appoint candidates to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, and Transit Advisory Committee per recommendations from the Council Appointments Committee. (Jami Lewis, Town Clerk)

Recommended Action: Appoint candidates to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, and Transit Advisory Committee per recommendations from the Council Appointments Committee.

- 7) a) Council may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to obtain legal advice and consider its position and instruct its attorneys regarding issues on water transportation/pipeline taxes due to the Town from the City of Prescott and negotiations to settle issues regarding the same. (Mayor Marley and Vice-Mayor Tenney)
- b) Consideration and possible action regarding issues on water transportation/pipeline taxes due to the Town from the City of Prescott and negotiations to settle issues regarding the same.

8) **ADJOURNMENT**

Dated this 21st day of August, 2012.

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 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley Town Hall, Chino Valley Post Office, and Chino Valley Aquatic Center 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 Special Meeting

Item No. 3.

Meeting Date: 08/23/2012
Contact Person/Dept: Robert Smith, Town Manager
 Phone: 928-636-2646 x-1201
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

Information

AGENDA ITEM TITLE:

Consideration and possible action to approve Consulting Agreements related to Chino Valley Transit with: (i) Steinback and Associates for transit management services in the amount of \$20 per hour, and (ii) William Mitchell for transit dispatching services in the amount of \$15 per hour.

RECOMMENDED ACTION:

Approve Consulting Agreements related to Chino Valley Transit with Steinback and Associates in the amount of \$20 per hour and William Mitchell in the amount of \$15 per hour.

SITUATION AND ANALYSIS:

Chino Valley Transit has used volunteers for much of its staffing and operation to date. They have been able to operate far under budget and have saved their grant funds to support them after LTAF funds ceased to flow from ADOT this year. Transit management and dispatching activities were budgeted expenses in their original proposals that were funded by LTAF, and funds were provided to them for these activities. But CVT has used volunteers to work those positions until now -- so the grant funds exist to support these services, and now that CVT has grown, more effort is needed in management and dispatching, and they seek professional services to support that..

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Funds for the agreements to come from grant monies already received and on hand.

Attachments

Consulting Agreement, Management Services

Consulting Agreement, Dispatch Services

CONSULTING AGREEMENT

This Agreement ("Agreement") is made effective July 17, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Steinback and Associates ("Consultant").

RECITALS

A. The Town has need of certain services related to transit management, including necessary daily operations support, preparation of monthly financial reports, monthly grant reporting, and related services.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide services to the Town on an as needed basis and only as directed by the Town Manager and the services are expected to include work on those items identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform transit management tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance thereof.

3. The term of this Agreement shall be from July 17, 2012, through June 30, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town in accordance with appropriate and reasonable time-frames set forth by the Town Manager. Notwithstanding the foregoing, this Agreement may be terminated by either party upon Thirty (30) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

4. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not be considered a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor, consultant further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. Consultant will provide his own office space and equipment to perform services under this Agreement.

5. The Town shall pay to Consultant an hourly rate of Twenty Dollars (\$20) for fees for the complete performance of all consulting services. The Town shall reimburse Consultant for all reasonable business expenses incurred in performing such consulting services, such as

copying costs, postage expense, long distance telephone charges, and travel expenses, except that Consultant must obtain prior written approval of any expense that will exceed one hundred dollars (\$100) in a monthly billing period. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rate of Twenty Dollars (\$20.00) per hour and the hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and expenses, as described above, incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within fifteen (15) days. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within fifteen (15) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 5 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1 and 2. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due. None of the services under this Agreement may be performed by any person or entity other than Consultant.

The total amount fees and expenses to be paid to Consultant in accordance with this Agreement shall not exceed \$11,000.00 Dollars.

6. All documents and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. All maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement. Consultant acknowledges that all information including records, reports, files or oral communications that it receives in conjunction with its services pursuant to this Agreement shall be confidential and may not be disclosed, except as otherwise required under Arizona law. Town acknowledges that Consultant may provide services to its other clients during the term of this Agreement. The Consultant shall at all times make reasonable efforts to avoid conflicts of interest between its clients. Consultant shall advise Town immediately should it believe any conflict of interest has arisen or is expected to arise which could in any way affect its performance under this Agreement or adversely affect the Town. In the event a conflict of interest arises or is believed to exist, this Agreement may be terminated immediately in whole or in part as to the work creating the conflict.

7. At Town's sole expense, the Town may obtain coverage of the Consultant during the term of this Agreement, for performance of services under this Agreement, under its policies of comprehensive general liability insurance and automobile liability insurance. Notwithstanding the foregoing, Consultant agrees to indemnify, defend, and hold harmless the

Town from any and all liability arising out of or in any way related to Consultant's performance of services during the term of this Agreement, including liability resulting from the negligent, reckless or intentional acts of Consultant, its employees, and agents.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Superior Court. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

10. The Consultant, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

11. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

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

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

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

12. **General.**

- (a) This Agreement is not intended to create any rights on behalf of any third parties.
- (b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.
- (c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.
- (d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.
- (e) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.
- (f) Any amendment to this Agreement shall be in writing and executed by each party hereto.
- (g) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.
- (h) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in

Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(i) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(j) Time is of the essence in this Agreement.

(k) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(l) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:	Town Manager Town of Chino Valley 202 N. State Route 89 PO Box 406 Chino Valley, AZ 86323
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To Consultant at:	Steinback and Associates Edward Steinback 7760 E State Route 69 C5-371 Prescott Valley, AZ 86314
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IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year first above written.

STEINBACK AND ASSOC.:

Edward Steinback, Partner

Date:_____

TOWN OF CHINO VALLEY:

By: _____

Its: _____

Date:_____

APPROVED AS TO FORM:

MUSGROVE, DRUTZ & KACK, PC
Town Attorney

Date:_____

ATTACHMENT

EXHIBIT A – DESCRIPTION OF SERVICES

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant shall perform duties as acting Transit Manager for the Town of Chino Valley. The Consultant shall provide daily operations support as needed, prepare monthly financial reports, monthly grant reporting to grant providers, and other duties as necessary.

CONSULTING AGREEMENT

This Agreement ("Agreement") is made effective July 17, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and William Mitchell ("Consultant").

RECITALS

A. The Town has need of certain services related to transit dispatching and management, including necessary daily operations support, passenger scheduling and relations, management of the driver staff, and related services.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide services to the Town on an as needed basis and only as directed by the Town Manager and the services are expected to include work on those items identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform transit management tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance thereof.

3. The term of this Agreement shall be from July 17, 2012, through June 30, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town in accordance with appropriate and reasonable time-frames set forth by the Town Manager. Notwithstanding the foregoing, this Agreement may be terminated by either party upon Thirty (30) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

4. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not be considered a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor, consultant further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. Consultant will provide his own office space and equipment to perform services under this Agreement.

5. The Town shall pay to Consultant an hourly rate of Fifteen Dollars (\$15) for fees for the complete performance of all consulting services. The Town shall reimburse Consultant for all reasonable business expenses incurred in performing such consulting services, such as

copying costs, postage expense, long distance telephone charges, and travel expenses, except that Consultant must obtain prior written approval of any expense that will exceed one hundred dollars (\$100) in a monthly billing period. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rate of Fifteen Dollars (\$15.00) per hour and the hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and expenses, as described above, incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within fifteen (15) days. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within fifteen (15) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 5 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1 and 2. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due. None of the services under this Agreement may be performed by any person or entity other than Consultant.

The total amount fees and expenses to be paid to Consultant in accordance with this Agreement shall not exceed \$8,500.00 Dollars.

6. All documents and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. All maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement. Consultant acknowledges that all information including records, reports, files or oral communications that it receives in conjunction with its services pursuant to this Agreement shall be confidential and may not be disclosed, except as otherwise required under Arizona law. Town acknowledges that Consultant may provide services to its other clients during the term of this Agreement. The Consultant shall at all times make reasonable efforts to avoid conflicts of interest between its clients. Consultant shall advise Town immediately should it believe any conflict of interest has arisen or is expected to arise which could in any way affect its performance under this Agreement or adversely affect the Town. In the event a conflict of interest arises or is believed to exist, this Agreement may be terminated immediately in whole or in part as to the work creating the conflict.

7. At Town's sole expense, the Town may obtain coverage of the Consultant during the term of this Agreement, for performance of services under this Agreement, under its policies of comprehensive general liability insurance and automobile liability insurance. Notwithstanding the foregoing, Consultant agrees to indemnify, defend, and hold harmless the

Town from any and all liability arising out of or in any way related to Consultant's performance of services during the term of this Agreement, including liability resulting from the negligent, reckless or intentional acts of Consultant, its employees, and agents.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Superior Court. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

10. The Consultant, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

11. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

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

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

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of

the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

12. **General.**

- (a) This Agreement is not intended to create any rights on behalf of any third parties.
- (b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.
- (c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.
- (d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.
- (e) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.
- (f) Any amendment to this Agreement shall be in writing and executed by each party hereto.
- (g) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.
- (h) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(i) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(j) Time is of the essence in this Agreement.

(k) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(1) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at: Town Manager
Town of Chino Valley
202 N. State Route 89
PO Box 406
Chino Valley, AZ 86323

To Consultant at: William Mitchell
P.O. Box 1276
Chino Valley, AZ 86323

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year first above written.

WILLIAM MITCHELL:

William Mitchell, Individual

Date: _____

TOWN OF CHINO VALLEY:

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

MUSGROVE, DRUTZ & KACK, PC
Town Attorney

Date: _____

ATTACHMENT

EXHIBIT A – DESCRIPTION OF SERVICES

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant shall perform duties as acting Transit Dispatcher for the Town of Chino Valley. The Consultant shall provide daily operations support as needed, passenger scheduling and relations, management of the driver staff, and related services,, and other duties as necessary.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

Item No. 5.

Meeting Date: 08/23/2012
Contact Person/Dept: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Item Type: N/A
Estimated length of staff presentation: None
Physical location of item:

Information

AGENDA ITEM TITLE:

Consideration and possible action regarding compensation issues related to the Magistrate Court staff.

RECOMMENDED ACTION:

To be determined per Council discussion.

SITUATION AND ANALYSIS:

In his annual report on the Magistrate Court, Magistrate John Walker provided budget information on courts for similar sized communities in N. AZ. All comparable courts had larger budgets and more court employees. During the town salary survey, the Magistrate spoke directly with the consultant who generally lacked familiarity with court structure and staff duties. However, after the review of the final salaries, the Magistrate realized that the Court Administrator was not properly placed on a salary scale consistent with a supervisory range. Considering the need for an efficient court, the Magistrate has decided that the best candidate for the one open court staff position is an individual with court experience who is capable of providing proper coverage in the event of the absence of one of the other two staff members. Due to the intimate working relationship of the court staff, the Magistrate feels that this is the proper time to make salary adjustments for all three court staff positions. Town management has deferred to the Mayor and Council on the issue of court staff compensation.

The total cost for increases in salary and benefits three years for the three employees is estimated to be no more than \$18,016.00 per annum. The Magistrate proposes funding for half of the increase (no more than \$9,008.00 per annum) be provided from one or more of court funds with special use designation as established by statute and/or ordinance. Examples of how these court funds have been used in the past include 1) \$30,000.00 last year for the e-ticket system used by the police department and 2) funding half of a temporary court

employee's salary. While these court funds have complicated restrictions, the Magistrate feels that the use of funds for staff salaries can be justified. If the council approves of the plan, the Magistrate believes that he can receive approval from the Arizona Supreme Court to also access funds reserved for staff training and retention for the salaries of court employees.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Funds amounting to no more than \$9,008 per annum to come from one or more of the Court limited funds and no more than \$9,008 per annum to come from Town contingency funds.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

Item No. 6.

Meeting Date: 08/23/2012
Contact Person/Dept: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Item Type: N/A
Estimated length of staff presentation: None
Physical location of item:

Information

AGENDA ITEM TITLE:

Consideration and possible action to appoint candidates to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, and Transit Advisory Committee per recommendations from the Council Appointments Committee.

RECOMMENDED ACTION:

Appoint candidates to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, and Transit Advisory Committee per recommendations from the Council Appointments Committee.

SITUATION AND ANALYSIS:

Staff has been recruiting for positions on several of the Town's public bodies. Although most of these positions expired on June 30 or July 31, staff did not receive enough applications to fill all the vacant positions. Staff initiated a second round of recruitments and received sufficient applications to potentially fill all vacancies, except on the Municipal Property Corporation board.

On August 16, 2012, the Council Appointments Committee reviewed the applications received and are making the following recommendations:

- Board of Adjustment: Appoint Mark Vucich to a 3-year term starting August 1, 2012. This appointment will fill this board.
- Parks and Recreation Advisory Board: Appoint Christopher Sage to fill a vacancy with term ending June 30, 2013. This appointment will fill this board.
- Roads and Streets Committee: Appoint James Wise to 2-year term starting October 1,

2012 and refer Michael Markgraf to Roads and Streets Committee for interview and recommendation to Council.

- Senior Center Advisory Board: Appoint Donald Wojcik to fill a vacancy with term ending June 30, 2013 and appoint Nancy Best, Delores Morgan, and Mary Strassell to 2-year terms starting July 1, 2012. These appointments will fill this board.
- Transit Advisory Committee: Re-appoint Jim Flood, John James, William Mitchell, and Cheryl Romley to 2-year terms starting October 1, 2012.

There are still 2 vacant positions on the Municipal Property Corporation (MPC). Staff has contacted former councilmembers, as well as the Town's school district board and fire district board to solicit interest, but thus far, has received no positive response. During the Appointments Committee meeting on August 16, the Committee directed staff to contact an applicant for the Senior Center Advisory Board who appeared to have good qualifications for the MPC.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:
