

**EMPLOYMENT CONTRACT
PRESCOTT VALLEY ADMINISTRATIVE HEARING OFFICER**

THIS EMPLOYMENT CONTRACT is made and entered into this 22nd day of February, 2013, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona ("TOWN"), and Albert T. Wood ("CONTRACT OFFICER");

WITNESSETH:

WHEREAS, the Office of Administrative Hearing Officer was established pursuant to Article 10-06 of the Prescott Valley TOWN Code ("TOWN Code") to assist with enforcement of the TOWN Code by hearing, deciding and resolving non-traffic violations designated as civil violations; and

WHEREAS, Sections 10-06-020 and 10-06-070 provide that the TOWN Council shall appoint one or more hearing officers from time to time for two-year terms, but subject to removal at any time during the term (with or without cause) by vote of the Council; and

WHEREAS, TOWN Code §3-03-010 permits the Council to enter into employment contracts with any officer appointed by it; and

WHEREAS, the Council desires to enter into an employment contract with CONTRACT OFFICER to serve as an administrative hearing officer ("Hearing Officer") for the TOWN to hear, decide and resolve cases involving non-traffic violations of the TOWN Code;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED. CONTRACT OFFICER shall serve as a Hearing Officer for the TOWN to hear, decide and resolve cases involving non-traffic violations of the TOWN Code. CONTRACT OFFICER agrees to hold hearings at reasonable times and places designated by designated TOWN staff, and to cooperate with designated TOWN staff in completing ancillary administrative matters.

In serving as a Hearing Officer for the TOWN, CONTRACT OFFICER shall conform to all applicable TOWN Personnel Policies and Procedures, as well as all applicable state, federal and local statutes, laws, ordinances, and regulations.

Nothing herein shall preclude the TOWN Council from entering into additional employment contracts for similar services with other contract officers.

ARTICLE 2. CONTRACT TERM. The Term of this Employment Contract shall be two (2) years from the date first-above written to and including February 22, 2013.

CONTRACT

OFFICER: Albert T. Wood

5201 N. Verde Ln.
Prescott Valley. Az. 86314

ARTICLE 6. ASSIGNMENT. CONTRACT OFFICER shall not assign this Employment Contract, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 7. NONWAIVER. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Employment Contract, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 8. SEVERABILITY. Any provisions of this Employment Contract prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Employment Contract.

ARTICLE 9. GOVERNING LAW. This Employment Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and will be considered made and entered into in Yavapai County.

ARTICLE 10. ENTIRE AGREEMENT. This Employment Contract constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 11. CONFLICT-OF-INTEREST. This Employment Contract may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Employment Contract by their duly authorized representatives on the day and year first-above written.

TOWN OF PRESCOTT VALLEY, a
municipal corporation of Arizona, (TOWN)

Harvey C. Skoog, Mayor

ATTEST:

Diane Russell, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

Albert T. Wood, an individual acting on his/her
own behalf (CONTRACT OFFICER)

Albert T. Wood


