

**EMPLOYMENT CONTRACT
PRESCOTT VALLEY ADMINISTRATIVE HEARING OFFICER**

THIS EMPLOYMENT CONTRACT is made and entered into this 14th day of October, 2010, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona ("TOWN"), and SMITH HORTON ("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 (2) 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 has previously entered into a two-year employment contract on September 23, 2004, 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; and

WHEREAS, CONTRACT OFFICER has continued to serve since that time as a Hearing Officer; and

WHEREAS, the Council desires to renew and continue the employment contract with CONTRACT OFFICER to serve as a Hearing Officer for the TOWN;

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 October 14, 2012. However, in accordance with TOWN Code Article 10-06 CONTRACT OFFICER shall serve and hold office only at the pleasure of the TOWN Council and may be removed, with or without cause, by vote of the Council as set forth in the TOWN Code and in accordance with ARTICLE 4 herein.

ARTICLE 3. APPLICABLE PROVISIONS. The provisions of the Prescott Valley Personnel Policy Manual and Classification Plan (as amended from time to time) shall apply to the employment of CONTRACT OFFICER, except as follows:

CONTRACT OFFICER shall be compensated for CONTRACT OFFICER's services at a rate of Eighteen Dollars and Seventy-five cents (\$18.75) per hour. The TOWN shall pay CONTRACT OFFICER for a minimum of two (2) hours for each day hearings are held. CONTRACT OFFICER may submit invoices on a bi-weekly basis. Payment shall be made within fifteen (15) days after invoices are received unless disputed by the TOWN. In case of such dispute, the TOWN shall so notify CONTRACT OFFICER within ten (10) days after the disputed invoice is received and shall meet with CONTRACT OFFICER to reasonably resolve the dispute within fifteen (15) days after the disputed invoice is received. If the dispute cannot be resolved by the parties, this Employment Contract shall be considered terminated at the end of the sixtieth (60th) day after the disputed invoice is received.

ARTICLE 4. TERMINATION PRIOR TO END OF TERM. After a vote by the TOWN Council to remove CONTRACT OFFICER prior to the end of the Term of this Employment Contract, the TOWN shall pay to CONTRACT OFFICER full compensation for all work satisfactorily performed by CONTRACT OFFICER as of the termination date.

CONTRACT OFFICER may terminate this Employment Contract by resigning in accordance with the TOWN Personnel Policies as amended from time to time. Upon such termination by CONTRACT OFFICER, the TOWN shall pay to CONTRACT OFFICER full compensation for all work satisfactorily performed by CONTRACT OFFICER under this Employment Contract as of the termination date.

ARTICLE 5. NOTICE. Any written notices relating to this Employment Contract shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

TOWN: Town of Prescott Valley
c/o Town Manager
7501 E. Civic Circle
Prescott Valley, AZ 86314

CONTRACT
OFFICER: Smith Horton
1101 Buena Vista E.
Dewey, AZ 86327

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

SMITH HORTON, an individual acting on
his/her own behalf (CONTRACT OFFICER)

Smith Horton