

**EMPLOYMENT CONTRACT
PRESCOTT VALLEY ADMINISTRATIVE HEARING OFFICER**

THIS EMPLOYMENT CONTRACT is made and entered into this 28th day of March, 2024 by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (“TOWN”), and EDMUND CORRIGAN (“CONTRACT OFFICER”);

WITNESSETH:

WHEREAS, by Ordinance No. 431 (November 20, 1997) the TOWN Council first established the Office of Administrative Hearing Officer to hear, decide, and resolve TOWN Code violations designated from time to time by Council resolution; and

WHEREAS, in 2001 the Arizona Legislature adopted ARS §9-500.21 setting out procedures to hear and determine ordinance violations classified as civil offenses, including (a) using hearing officers (and specifying that Magistrates may serve as hearing officers), (b) allowing citations to be served by mail or other alternative methods of service provided in Arizona Rules of Civil Procedure, (c) using procedures that generally comply with those for civil traffic offenses, (d) imposing civil penalties per ARS §9-240 and ordering abatement per ARS §9-499, (e) allowing criminal charges if violators do not comply with civil enforcement actions, and (f) providing for judicial review per ARS §12-124; and

WHEREAS, the Council adopted Ordinance No. 539 (February 27, 2003) to increase use of civil enforcement mechanisms and penalty options by classifying all TOWN Code violations as civil offenses (as well as criminal offenses) and establishing procedures per ARS §9-500.21 for Hearing Officers in an Office of Administrative Hearing Officer to hear, decide, and resolve TOWN Code violations and enforce their orders; and

WHEREAS, the Office of Administrative Hearing Officer was subsequently used primarily to enforce violations of the TOWN health and sanitation codes and zoning code (and was administered first in the Community Development Department then in the Executive Management Department); and

WHEREAS, it has been proposed that enforcement of TOWN Code violations through civil enforcement be further expanded to include (among other things) animal code violations; and

WHEREAS, in doing so it has been proposed that the Office of Administrative Hearing Officer be closed and that the structure of the Magistrate Court be used instead whereby the Magistrate Judge serves as a Non-Traffic Hearing Officer and appoints (subject to TOWN Council ratification by resolution) additional Non-Traffic Hearing Officers in accordance with Part 1, Chapter 3, Section 1-305 of the Arizona Code of Judicial Administration; and

WHEREAS, in anticipation of this transition it is proposed that the EMPLOYMENT CONTRACT with CONTRACT OFFICER to serve as a Hearing Officer be temporarily renewed pursuant to TOWN Code §3-03-010 until such time as the Magistrate Judge begins appointing Non-Traffic Hearing Officers (subject to TOWN Council ratification);

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 as arranged by designated TOWN staff, and to cooperate with 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 from February 10, 2024 until such time as the Office of Administrative Hearing Officer is closed and Non-Traffic Hearing Officers are appointed by the Magistrate Judge (and ratified by the TOWN Council), or two (2) years from the date first-above written (whichever is sooner).

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 one hundred dollars (\$100.00) per hour. The TOWN shall pay CONTRACT OFFICER for a minimum of 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 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. Skoog Blvd.
Prescott Valley, AZ 86314

CONTRACT OFFICER: Edmund Corrigan
4035 N. Fairfax Rd
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 EMPLOYMENT CONTRACT 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)

Kell Palguta, Mayor

ATTEST:

Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

EDMUND CORRIGAN, an individual acting
on his/her own behalf (CONTRACT
OFFICER)

Edmund Corrigan