

CONTRACT FOR LEGAL SERVICES
The law Office of Mark Iacovino

THIS CONTRACT FOR LEGAL SERVICES (this “Contract”) is made and entered into as of April 6, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and the Law Office of Mark Iacovino (the “Law Firm”).

RECITALS

A. The Town has determined it to be in its best interest to contract with attorneys not in its employ who, by experience and training, are qualified to assist the Town in connection with prosecution of criminal cases in the Fountain Hills Municipal Court.

B. The Town has satisfied itself as to the qualifications of the Law Firm to assist the Town in connection with prosecution of criminal cases in the Fountain Hills Municipal Court.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and the Law Firm hereby agree as follows:

1. Scope of Service and Representation. The Law Firm agrees to perform all necessary legal services of the Town Prosecutor’s Office within the laws of the State of Arizona and the Rules of Professional Conduct including, but not limited to, the following:

1.1 Prepare and appear for arraignments, arrange and conduct pre-trial conferences with defendants and/or attorneys, and try jury and non-jury trials.

1.2 Review the file on each case including police reports, previous convictions and motions from defense attorneys.

1.3 Prepare any necessary correspondence related to each case, excluding victim letters and correspondence which shall be the responsibility of the Town’s Victim Witness Advocate.

1.4 Appear in the Fountain Hills Municipal Court to prosecute those who have violated state law or Town ordinances; make recommendations for conditions of release and sentencing.

1.5 Advise the Town’s law enforcement department on gathering and presentation of evidence, filing of charges and other legal matters related to criminal cases; interview police officers, inspectors and others presenting evidence for the Town.

1.6 Perform legal research to support the Town's position(s) in hearings and trials as well as in response to defense motions.

1.7 Provide statistical data concerning disposition of cases on a quarterly basis in a report to the Town Council and Town Manager.

1.8 Act as an educational resource to Town staff, schools, civic organizations and local advocacy groups.

2. Advice and Status Reporting. The Law Firm shall provide the Town with timely advice of all significant developments arising during performance of services hereunder, orally or in writing, as Law Firm considers appropriate. Upon request of the Town Manager the Law Firm shall provide copies of all pleadings and other documents prepared by the Law Firm. The Law Firm shall provide the Town Manager with quarterly status reports.

3. Compensation. The Town agrees to pay the Law Firm for services rendered hereunder for fiscal year 2017/2018, a flat annual amount of \$105,000, paid in 12 equal installments, due in advance on the first day of each month. In the event that the Town's annual budget for fiscal years after 2017/2018 includes a cost-of-living increase for all employees (a "COLA"), the Law Firm shall be entitled to an increase in base salary equal to the percentage of the COLA, beginning with the first pay period of the fiscal year in which the COLA is implemented. The Law Firm expressly agrees and understands that no adjustment to its compensation shall occur relative to any merit increases provided to Town employees as part of the any annual budget. If a notice of termination has been given pursuant to Section 16 below, the monthly amount payable shall be prorated according to the actual number of days during which the Law Firm will be providing services.

4. Term. This Contract shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the Town or the Law Firm as set forth in Section 16 below.

5. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, AZ 85266
 Attn: Town Manager

With copy to: Gust Rosenfeld, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Law Firm: The Law Office of Mark Iacovino
 10105 E. Via Linda, #103-346
 Scottsdale, AZ 85258
 Attn: Mark Iacovino

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 Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

6. Conflict Issues. The Law Firm warrants and covenants that Law Firm presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Contract a violation of any applicable state, local, or federal law. In the event any conflict of interest should arise, the Law Firm shall promptly notify the Town of the existence of such conflict of interest so the Town may determine whether to terminate this Contract. Conflict issues arising are governed by the Arizona Rules of Professional Conduct. The Law Firm should also refer to the Arizona Legal Ethics Handbook published by the State Bar of Arizona. Otherwise, the Law Firm shall be free to dispose of such portion of its entire time, energy and skill as are not required to be devoted to Town in such manner as it sees fit, and to such persons, firms or corporations as it deems advisable so long as no conflict of interest exists.

7. Maintenance of Records. In compliance with Town procedure, all work performed in connection with this Contract shall be subject to audit. The Law Firm shall maintain all books, documents, papers, and accounting records pertaining to the Contract and not related to particular prosecution case files and shall make such materials available at their offices at all reasonable times during the Contract period and for at least three years from the date of final payment for inspection by Town or any authorized representatives of Town, and copies thereof shall be furnished, if requested, at Town's expense. The Town shall store and maintain all closed files. The destruction of such files shall be in accordance with applicable law and Arizona Attorney General Opinion 98-07.

8. Indemnification. To the fullest extent permitted by law, the Law Firm shall defend, indemnify and hold harmless Town, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses relating to, arising out of, or resulting from the Law Firm's wrongful acts, errors, mistakes, or omissions relating to the Law Firm's services in the performance of this Contract. The Law Firm's duty to defend, hold harmless, and indemnify Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense

(including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) caused by the Law Firm's wrongful acts, errors, mistakes or omissions, work or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will, in no way, be construed as limiting the scope of the indemnity of this paragraph.

9. Professional Liability Insurance. Without limiting any of their obligations, the Law Firm, at the Law Firm's own expense, shall purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed, possessing an AM Best, Inc. rating of B++, approved and licensed to do business in the State of Arizona, with policies and forms reasonably satisfactory to Town. Prior to commencing work under this Contract, the Law Firm shall furnish Town Certificates of Insurance, or formal endorsements issued by the Law Firm's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such Certificates shall identify this Contract number, and shall provide for not less than 30 days advance Notice of Cancellation, Termination, or Material Alteration. The Law Firm will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Law Firm or any person employed by the Law Firm, with a limit of not less than \$500,000 each occurrence and \$500,000 all claims.

10. Independent Contractor Status. The services the Law Firm provides under the terms of this Contract to Town are that of an independent contractor, not an employee. Town will report the value paid for these services each year to the Internal Revenue Service (IRS) using Form 1099. Withholding of income tax is not deducted from contractual payments.

11. Non-Assignment. Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the Town.

12. Choice of Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

13. Entire Agreement. This Contract constitutes the entire understanding of the parties, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

14. Amendments. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

15. Severability. Should any part of this Contract be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. Termination. Either party may terminate this Contract without cause upon giving 60 days' written notice to the other party.

17. Cancellation. Pursuant to ARIZ. REV. STAT. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of Town's departments or agencies is, at any time while the contract or any extension of this Contract is in effect, an employee of any other party of the contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

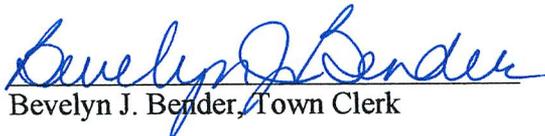
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

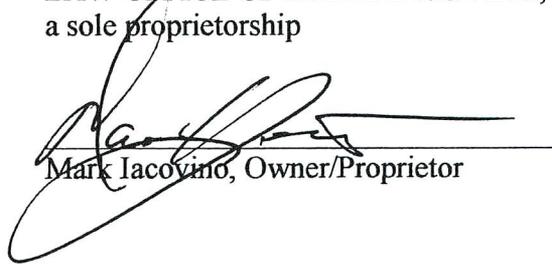

Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

"Law Firm"

LAW OFFICE OF MARK IACOVINO,
a sole proprietorship


Mark Iacovino, Owner/Proprietor