

**AGENDA
TOWN OF QUARTZSITE
465 N. PLYMOUTH AVENUE
QUARTZSITE, ARIZONA
SPECIAL MEETING OF THE COMMON COUNCIL
MONDAY, FEBRUARY 4, 2013 2:00 PM**

SPEAKING TO THE COUNCIL

If you are interested in speaking to the Council during Public Hearings, Communications from Citizens, or other designated agenda items, you must fill out a speaker card (located on the table inside the front entrance to the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting. Each individual will be limited to three (3) minutes for their remarks.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly, will be asked to leave.

CELL PHONES AND RECORDING DEVICES

As a courtesy to others please turn off or silence all cell phones or pagers. Reporters or others with recording devices need to be staged at the back of the public seating area.

CALL TO ORDER:

INVOCATION: *The invocation may be offered by a person of any religion, faith, belief or non-belief. Interested persons should contact the Clerk for further information.*

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Foster

Council Member Anderson

Council Member Crooks

Council Member Orgeron

Vice Mayor Jewitt

Council Member Kelley

Council Member Workman

APPROVAL/AMENDMENT OF AGENDA:

REPORTS & ANNOUNCEMENTS:

NEW BUSINESS:

1. Discussion and possible adoption of Ordinance No. 13-2, repealing Ordinance No. 90-16 in its entirety and adopting new requirements for the creation of a Planning and Zoning Commission of the Town and the appointment, membership and duties of the commission and its members; providing for repeal of conflicting ordinances; and providing for severability.

Laura Bruno, Interim Town Manager

2. Discussion and possible motion to authorize the Interim Town Manager to notify the Chief of Police that the contract entitled Employment Renewal of Town Officer dated February 8, 2011 will not be extended, pursuant to Section 2, Paragraph C of that contract.

Laura Bruno Interim Town Manager

ADJOURNMENT:

PURSUANT TO A.R.S. §38-431.03(A) THE TOWN COUNCIL MAY VOTE TO GO INTO EXECUTIVE SESSION, FOR THE PURPOSE OF DISCUSSION OR RECEIVING LEGAL ADVICE FROM IT'S ATTORNEY RELATED TO ITEMS LISTED ON THE AGENDA.

PERSONS WITH DISABILITIES OR THOSE WHO REQUIRE SPECIAL ACCOMMODATIONS PLEASE CONTACT TERRY FRAUSTO AT 928-927-4333 IN ADVANCE OF THE MEETING

COUNCIL MAY NOT ACT ON ITEMS NOT ON THE AGENDA

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the ____ day of _____, 2013, at ____ a.m./p.m. in accordance with the statement filed by the Town of Quartzsite with the Town Clerk, Town of Quartzsite.

By: _____, Town Clerk's Office.



TOWN OF QUARTZSITE

SPECIAL COUNCIL MEETING

Monday, February 4, 2013

Agenda Item #1 **Discussion and possible adoption of Ordinance No. 13-2, repealing Ordinance No. 90-16 in its entirety and adopting new requirements for the creation of a Planning and Zoning Commission of the Town and the appointment, membership and duties of the commission and its members; providing for repeal of conflicting ordinances; and providing for severability.**

Summary: In July, 1990 the Town Council approved Ordinance No. 90-16, establishing a Planning and Zoning Commission for the Town. Over the ensuing 23 years, conflicting provisions and actions have arisen. This proposed ordinance repeals the original ordinance, and adopts new requirements for the creation of a Planning and Zoning Commission for the Town of Quartzsite. The new ordinance establishes the appointment, membership and duties of the commission and its members.

This ordinance will have one reading, which may be read by title only. The proposed ordinance will become operative thirty days after its passage by the Council. Because the proposed ordinance imposes no penalty, fine, forfeiture or other punishment, no thirty-day posting of the ordinance is required.

Responsible Person: Laura Bruno, Interim Town Manager

Attachment: 1. Proposed Ordinance No. 13-2
2. Existing Ordinance No. 90-16

Action Requested: Approve Ordinance No. 13-2.

ORDINANCE NO. 13-2

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, REPEALING ORDINANCE NO. 90-16 IN ITS ENTIRETY AND ADOPTING NEW REQUIREMENTS FOR THE CREATION OF A PLANNING AND ZONING COMMISSION OF THE TOWN AND THE APPOINTMENT, MEMBERSHIP AND DUTIES OF THE COMMISSION AND ITS MEMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY

WHEREAS, Arizona Revised Statutes Section 9-462.02 provides that the organization, number of members, terms of office and the method of appointment and removal shall be as provided by local ordinance; and

WHEREAS, the Town Council of the Town of Quartzsite believes it to be in the best interest of the Town to repeal Ordinance No. 90-16 adopted on July 10, 1990 and to adopt a new ordinance related to the appointment, duties and other matters related to the Planning and Zoning Commission; and

WHEREAS, in order to efficiently and effectively serve the community, the Planning and Zoning Commission and the Council should have a shared vision of the future of the community.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Quartzsite, Arizona, as follows:

Section I. Ordinance No. 90-16 adopted by the Town Council on July 10, 1990, is hereby repealed in its entirety.

Section 2. Planning and Zoning Commission.

(a) *Creation.* The Planning and Zoning Commission of the Town of Quartzsite is hereby established and shall be composed of seven (7) members. The Planning and Zoning Commission shall be referred to herein as the "Commission".

(b) *Appointment.* The Council shall appoint the members of the Commission, who shall serve at the pleasure of the Council. Members shall be residents of the Town. The term of office shall be three years, with the terms of members so staggered that the terms of no more than three (3) members shall expire in any one (1) year. The initial appointment shall be for two (2) members with terms beginning on March, 2013 and expiring on February, 2014, for two (2) members with terms beginning on March, 2013 and expiring on February, 2015, and for three (3) members with terms

beginning on March, 2013 and expiring on March, 2016. Thereafter, all members shall be appointed for three (3) year terms. Vacancies shall be filled for the unexpired term.

(c) *Compensation.* Members of the commission shall serve without pay. Members may be reimbursed for actual expenses incurred in connection with their duties, provided such expenses were previously approved by the Council.

(d) *Chairman and Vice-Chairman.* The Commission shall elect a Chairman and Vice-Chairman among its members, who shall serve for one (1) year terms. The Chairman shall preside at Commission meetings. The Vice-Chairman shall perform the duties of the Chairman in the Chairman's absence. Vacancies shall be filled by the Commission to fill the unexpired term.

(e) *Meetings.* All meetings of the Commission shall be held at the call of the Chairman or any two members of the Commission. Except for executive sessions authorized by law, all meetings of the Commission shall be open to the public.

(f) *Proceedings.* The Commission shall adopt rules and regulations to govern its proceedings. The minutes and records of all Commission proceedings shall be kept and filed as public records in the office of the Town Clerk.

(g) *Powers and Duties.* The Commission shall have the following powers and duties:

1. Provide advice to the Council and Town officials related to planning and zoning in the Town.
2. Recommend to the Council a General Plan and amendments thereto.
3. Annually review progress towards implementation of the General Plan and recommend to the Council changes desired due to new legislation, development trends and changing economic, social and environmental conditions.
4. Initiate changes to the Official Zoning Map or text of the Zoning Code to insure conformance and consistency with the Town's General Plan;
5. Review and make recommendations to the Council regarding proposals to amend zoning districts or the provisions of the Zoning Code.
6. Review and make recommendations to the Council regarding annexation of territory into the Town.

7. Perform such other duties as required of the Commission in the Zoning Code.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Common Council of the Town of Quartzsite, Arizona, this ____ day of _____, 2013.

Ed Foster, Mayor

ATTEST:

Terry Frausto, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Special Counsel to the Town
By Susan D. Goodwin

TOWN OF QUARTZSITE
ORDINANCE NUMBER 90-16

AN ORDINANCE OF THE TOWN OF QUARTZSITE, ARIZONA, PROVIDING FOR AND SETTING THE MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION FOR THE TOWN OF QUARTZSITE: PROVIDING FOR THE ELECTION OF A CHAIRMAN AND VICE-CHAIRMAN THEREOF; PRESCRIBING THE GENERAL POWERS AND DUTIES OF SAID COMMISSION; AUTHORIZING THE ESTABLISHMENT OF RULES OF PROCEDURE; AND PROVIDING FOR THE ASSESSMENT OF FEES.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, State of Arizona, as follows:

SECTION 1. The Planning and Zoning Commission of the Town of Quartzsite is hereby established.

SECTION 2. (a) The Planning and Zoning Commission of the Town of Quartzsite shall be composed of a total of seven (7) members who shall be residents of the Town of Quartzsite. The members of the Commission shall be appointed by the Mayor subject to the approval of the Common Council of the Town of Quartzsite. These appointments shall be for a period of three (3) years each, with the terms of members so staggered that the terms of no more than three (3) members shall expire in any one year. The initial appointments shall be for two (2) members with terms beginning on July 1, 1990, and expiring on June 30, 1991 (1 year); for two (2) members with terms beginning on July 1, 1990, and expiring on June 30, 1992 (2 years); and for three (3) members with terms beginning on July 1, 1990, and expiring on July 1, 1993 (3 Years). Thereafter all members shall be appointed for full three (3) year terms, except that in the event of death or resignation of a member the vacancy may be filled for the unexpired term. The term of all members shall extend until their successors are qualified, provided, however, three (3) successive unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the will and pleasure of the appointing authority without the necessity of a hearing or notice and such action shall be final.

(b) All members shall serve without pay. However, members of said Commission may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the Commission and approval of such expenditures by the Town Council.

SECTION 3. The Commission shall elect a Chairman and Vice-Chairman among its own members, who shall serve for one (1) year and until their successors are elected and qualified. The Chairman shall preside at all meetings and exercise all the usual rights, duties and prerogatives of the head of any similar organization. The Chairman shall have the power to administer oaths and to take evidence. The Vice-Chairman shall perform the duties of the Chairman in the latter's absence or disability. Vacancies created by any cause shall be filled for the unexpired term by a new election.

SECTION 4. It shall be the duty of said Commission to formulate, create and administer any lawful plan duly adopted by the governing body for the present and future growth of the Town of Quartzsite pertaining to the use of land and buildings for any purpose, together with all incidental activities usually associated therewith and commonly known as "Planning and Zoning"; to make or cause to be made a continuous study of the best present and future use to which land and buildings shall be put within the Town of Quartzsite and in cooperation with adjacent areas; to recommend to the governing body revisions in such plans which, in the opinion of the said Commission, are for the best interest of the citizens of the Town of Quartzsite; to promulgate rules of procedure and to supervise the enforcement of rules so promulgated by said Commission and approved by the governing body.

SECTION 5. The Commission shall provide in its rules for its meetings; provided, however, that special meetings may be called by the Chairman or in his absence the Vice-Chairman. In addition, any three (3) members of the Commission may make written request to the Chairman for a special meeting and in the event such meeting is not called, such members may call such special meeting in such manner and form as may be provided in the Commission rules.

SECTION 6. Four (4) members shall constitute a quorum. The affirmative vote of four (4) members shall be required for passage of any matter before the Commission. In this connection, the minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only upon the declaration that he has a conflict of interest, in which case such member shall take no part in the deliberations on the matter in question.

SECTION 7. The Planning and Zoning Commission shall be authorized to establish a uniform schedule of fees for services with all receipts to be paid into the General Fund of the Town of Quartzsite. Such fee schedules shall become effective upon approval by the Town Council.

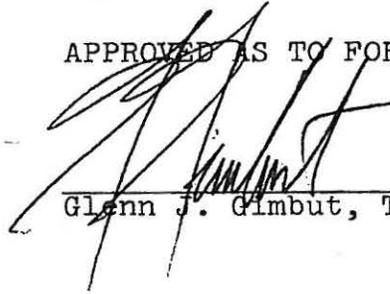
PASSED AND ADOPTED by the Town Council of the Town of Quartzsite, this 10th day of July, 1990.

ATTEST:


C. Richard Oldham, Mayor


John E. Miner, Town Clerk

APPROVED AS TO FORM:


Glenn J. Gimbut, Town Attorney



TOWN OF QUARTZSITE

SPECIAL COUNCIL MEETING

Monday, February 4, 2013

Agenda Item #2 **Discussion and possible motion to authorize the Interim Town Manager to notify the Chief of Police that the contract entitled Employment Renewal of Town Officer dated February 8, 2011 will not be extended, pursuant to Section 2, Paragraph C of that contract.**

Summary: In February, 2011 the Town Council approved an employment renewal contract with the Police Chief, Jeff Gilbert. The contract provides for a “rolling three (3) year term” of employment, commencing on February 8, 2011 and ending on February 8, 2014. If no action is taken by the Council, the contract extends each year so that at any time the term is for three years. If the Council takes action not to extend the contract before February 8 of any year, the agreement remains in place for the remaining two years of the term. On February 8, 2012, the contract automatically extended to an ending date of February 8, 2015.

This motion would eliminate the three year rolling term of the contract entitled Employment Renewal of Town Officer, and would allow the present agreement to remain in place until February 8, 2015.

Responsible Person: Laura Bruno, Interim Town Manager

Attachment: Employment Renewal of Town Officer contract dated February 8, 2011.

Action Requested: Approve a motion to authorize the Interim Town Manager to notify the Chief of Police that the contract entitled Employment Renewal of Town Officer will not be extended pursuant to Section 2, Paragraph C of that contract.

EMPLOYMENT RENEWAL OF TOWN OFFICER

THIS AGREEMENT, made on this 8 day of February, 2011 by and between the **TOWN OF QUARTZSITE**, Arizona, a municipal corporation, hereinafter referred to as the **TOWN**, and **JEFF GILBERT**, hereinafter referred to as the **OFFICER**.

WHEREAS, it is the desire of the **TOWN** to retain the services of the **OFFICER** as its Police Chief as provided by Chapter 3, Sections 3-1-1 and 3-2-3 of the Quartzsite Town Code and state statutes.

WHEREAS, it is the desire of the **TOWN** to further define the responsibilities of the **OFFICER** and to establish certain working conditions and benefits, and to create an employment agreement, which will be binding on both parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES

- A. **OFFICER** agrees to accept employment as the Police Chief of the Town of Quartzsite and shall be responsible for those duties created under the Quartzsite Town Code and the Arizona Revised Statutes.
- B. **OFFICER** agrees to faithfully perform the duties specified by the Arizona Revised Statutes and Quartzsite Town Code and other legally permissible duties and functions as shall be assigned by the Quartzsite Town Manager from time to time.
- C. **OFFICER** agrees to devote his full time and energy to the position of Police Chief.
- D. Annually, the Quartzsite Town Manager and the **OFFICER** shall define such goals and performance objectives which they determine necessary for the proper operation of the **TOWN** and in the attainment of the Town Council's policy objective. Priorities shall be established among the various goals and objectives, said goals and objective to be reduced to writing. These goals shall be generally attainable within the time limitations, as specified, and within the annual operating and capital budgets provided. Both the **OFFICER** and the Town Manager shall meet no less than quarterly and at such other times as requested by either party to discuss candidly and in good faith the goals and performance objectives as they pertain to this Agreement.

SECTION 2: TERMS

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **TOWN** to terminate the **OFFICER'S** service as the Quartzsite Police Chief at any time, subject only to the severance provisions set forth in Section 2, Paragraph E. of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the **OFFICER** to resign at any time from his position with the **TOWN**, subject only to the provisions set forth in Section 2. Paragraph D. of this Agreement.
- C. The **TOWN** agrees to employ said **OFFICER** as Police Chief, a full time position for a rolling three (3) year term which shall commence on February 8, 2011 and shall end on February 8, 2014. It is anticipated that this contract shall be extended each year so that, at any time, the Term shall be for three (3) years. If this contract is not so extended, the Council shall notify the **OFFICER** in writing before February 8 of each year and the **OFFICER** shall be entitled to receive as compensation the amount the **OFFICER** received during the prior year for the remaining two years of the Term; otherwise it shall be deemed that the Council has extended the normal expiration date of the Term for one year (to equal the rolling three (3) year rolling term) with the same salary and benefits, plus any increments authorized by the Town Manager and approved by the Council.
- D. If the **OFFICER** should voluntarily resign the position with the **TOWN** before the expiration of the term of this agreement, the **OFFICER** shall give the **TOWN** one hundred and twenty (120) days written notice in advance, unless both parties agree otherwise.
- E. In the event the **TOWN** terminates this Agreement for any reason other than **OFFICER'S** willful misconduct, gross negligence, or for the conviction of any felony criminal statute of the State of Arizona, the **TOWN** shall provide the **OFFICER** with a severance allowance equal to 365 days of aggregate salary and medical benefits for 365 days. In the event this Agreement is terminated due to the **OFFICER'S** willful misconduct, gross negligence, inability or unwillingness to perform the functions of the position or, for the conviction of any felony criminal statute of the state of Arizona, the **TOWN** shall have no obligation to provide the **OFFICER** with the severance allowance designated in this paragraph.
- F. If the **OFFICER** is terminated for cause, he shall be notified in writing of his termination, either personally or by certified mail, return receipt to his address of residence within five (5) business days after the determination to terminate the **AGREEMENT**. Such letter of notification will include the general reasons for termination. The letter shall also contain the following appeal rights: "If the **OFFICER** believes the termination is unjustified, he may appeal directly to the Town Council with or without the aid of legal counsel. Such requests must be made with ten (10) days of receipt of the notification letter referred to above. The **OFFICER** may pursue such appeal with or without legal counsel, any such legal counsel being paid by the **OFFICER**. Thereafter a hearing will be set by the Town Council within thirty (30) days from the date of the **OFFICER'S** appeal requesting a hearing, unless the parties agree to a further extension. No later than fourteen (14) days prior to the hearing, the Town Council must furnish to the **OFFICER** the specific reasons for termination. The Town Council shall set the agenda for the hearing, which shall be conducted to provide due process, said hearing to be recorded by the Town Clerk or a recording device. The Town Council shall have ten (10) days to provide its decision, which shall be rendered in writing stating the basis for the Town Council's decision and mailed to the

OFFICER by certified return mail. Such an appeal hearing is mandatory if the **OFFICER** believes that the Town Council is not justified in its actions and this remedy must be exhausted prior to pursuing legal action in a court of law.

SECTION 3: SALARY

- A. The **TOWN** agrees to employ said **OFFICER** as Police Chief for the initial salary of 85,280.16 per annum, payable in installments at the same time as other employees of the **TOWN** are paid, for the first year of this Agreement. Thereafter, for each succeeding year of this Agreement and based upon a favorable annual Performance Evaluation as outlined below in Section 4 of this Agreement, the **OFFICER** shall receive an increase of his salary for that year of a minimum of 2% per annum.

SECTION 4: PERFORMANCE EVALUATION

- A. At least once each year during the term of this Agreement, or as otherwise mutually agreed to, the Town Manager shall review and evaluate the performance of **OFFICER**. At least two months prior thereto, the Town Manager shall meet with **OFFICER** to establish mutually agreed upon criteria for said performance evaluation. The evaluation shall be predicated upon the mutually agreed upon criteria as well as other criteria deemed appropriate by the Town Manager. A list of the criteria shall be furnished to the **OFFICER** prior to commencement of the evaluation.
- B. The **TOWN** shall provide the **OFFICER** with a written summary of the performance evaluation and shall provide an opportunity for the **OFFICER** to discuss the contents of the evaluation with the **TOWN** for the purpose of improving the effectiveness of the **OFFICER** in said position.
- C. The **TOWN** shall give consideration of an **AGREEMENT** extension for another one (1) year renewal, along with consideration of an increase in annual salary for the next year or subsequent years.

SECTION 5: ATTENDANCE, HOURS OF WORK, VACATION AND OTHER BENEFITS

- A. The position of Police Chief is an appointed position and is therefore exempted from the Fair Labor Standards Act and the accrual of overtime and compensatory time. However, the **TOWN** recognizes that the **OFFICER** must devote additional time outside of normal office hours to conduct Town business. As a result, there may be times that **OFFICER** as an unclassified employee takes informal time off without the necessity of reporting such time to payroll after notifying the Town Manager of his intentions to do so.
- B. All other provisions relating to vacation, sick leave, retirement contributions, holidays and other fringe benefits and working conditions as they now exist, or hereafter may be amended, also shall apply to the **OFFICER** as they do to other employees of the **TOWN**, including the accrual of vacation and sick leave and payment thereof upon termination of employment, as provided in the Town of Quartzsite Personnel Policy, as it may be revised from time to time.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. The **TOWN** recognizes its obligations to the professional development of the Police Chief, and to develop and maintain his skills and abilities as an administrator, and the **OFFICER** agrees to participate in professional development activities, provided such participation does not consume a disproportionate amount of time and contribute to a failure on the part of the **OFFICER** to discharge his duties as determined by the Town Manager and Council.
- B. The **TOWN** agrees to budget and pay for professional and official travel and meetings as approved by the Town Council to continue the professional development of the **OFFICER** and to adequately pursue necessary official functions for the Town.
- C. The **TOWN** agrees to budget and pay for travel and subsistence expenses of **OFFICER** for short courses, institutes and seminars that are necessary for his professional development and for the good of the Town as the **TOWN** deems reasonable.
- D. **TOWN** agrees to budget and pay for professional dues, associations, subscriptions, and membership dues in community organizations of **OFFICER** reasonably related to the professional growth, development, education, training, and community involvement of **OFFICER**, as the Town Manager deems reasonable.
- E. **OFFICER'S** attendance at any unbudgeted courses, institutes, seminars or conferences out of town must be pre-approved by the Town Manager.

SECTION 7: DISABILITY

- A. In the event the **OFFICER** shall become fully disabled during the term of the **AGREEMENT** the **TOWN** shall continue to make the payment of salary to the **OFFICER** from the onset of said disability, for a period as follows: a) in the event that such disability occurs in the first year of the **AGREEMENT**, and after sick leave has been exhausted, then such payment shall be made for a period of up to six (6) months , the same as if the **AGREEMENT** had been continued for said six (6) months from the onset of said disability and after sick leave has been utilized; and b) in the event that said disability occurs during the second year of the **AGREEMENT**, and after sick leave has been exhausted, then such payment shall be made for a period of up twelve (12) months, the same as if the **AGREEMENT** had been continued for said twelve (12) months from the onset of said disability. Upon the return of the **OFFICER** and his resumption of employment duties hereunder, from such period of disability, the **OFFICER** shall receive his full salary. If the **OFFICER** does not return to full time employment within one (1) year from the onset of disability, the **OFFICER** shall be deemed to have retired.
- B. The determination of partial or total disability shall be made at the sole discretion of the Town Manager, but said decision shall not be unreasonable or arbitrary. The **OFFICER** shall, if requested by the Town Manager submit to a mental or physical examination to

assist the Town Manager in making this determination. Failure to comply with this request shall prevent the **OFFICER** from challenging the Town Manager's decision in this regard.

SECTION 8: OTHER PROVISIONS

- A. No changes or modifications of this Agreement shall be valid unless in writing and signed by both parties; this Agreement shall be binding upon the parties hereto, their heirs at law and successors.
- B. Notwithstanding any other provisions in this Agreement, the Town Council, with the consent of the **OFFICER**, shall be able to make any changes in the terms or conditions of employment as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Code, or any other law. Nothing in this Agreement is intended to limit the Town Council's ability to revise or amend the Town Code.
- C. If any provisions or clause of this contract is determined to be illegal, invalid, or unenforceable, the remainder of the contract shall be unaffected, and shall remain in full force and effect.

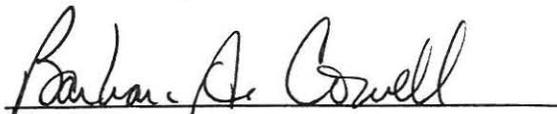
SECTION 9: APPLICABLE LAW

This **AGREEMENT** has been executed in Arizona and shall be governed in accordance with the laws of the State of Arizona in every respect.

IN WITNESS WHEREOF, the OFFICER and TOWN, by and through its Town Council of the Town of Quartzsite, Arizona, has caused this Agreement to be signed and executed in its behalf by the Mayor, effective the 8 day of February 2011.

TOWN OF QUARTZSITE

OFFICER



Barbara Cowell, Vice Mayor



Jeff Gilbert

Attested To:

Approved as to Form:



Karen Norris, Town Clerk



Pamela Walsma, Town Attorney