



**NOTICE OF SPECIAL MEETING
OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH AND MAMMOTH MUNICIPAL
PROPERTY CORPORATION
WEDNESDAY, NOVEMBER 09, 2022
7:00 P.M.**

Pursuant to A.R.S. § 38-431.02(B), notice is hereby given to the members of the Town Council and to the general public that the Town Council will hold a Special Town Council Meeting which is open to the public on Wednesday, November 09, 2022 at the Mammoth Community Center located at 101 W. 5th Street, Mammoth, Arizona. The Town Council may hold an Executive Session, A.R.S. § 38-431.03(A)(3) and (4) for legal advice, which will not be open to the public, to discuss any Agenda items set forth below.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of the Council
 - A. Possible consideration to excuse Councilmember(s) from Meeting pursuant to Mammoth Town Code 2.04.3

4. AGENDA ITEMS:

- A. Discussion/Approval/Disapproval of contracting with Pablo Rodriguez for a 7-month contract commencing Nov. 2022- May 2023, at a rate of \$600 per month, for cleaning and maintenance services.

Motion is: Approve/ Disapprove contract cleaning and maintenance contract with Pablo Rodriguez.

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

5. PAUSE TOWN COUNCIL MEETING TO MEET AS MAMMOTH MUNICIPAL PROPERTY CORPORATION.

- A. Call to Order
- B. Roll Call

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)

- C. Discussion/Approval/Disapproval of an amendment to the Service Contract for John Schempf to include a Town phone to be returned at termination of the contract.

Motion is: Approve/Disapprove an amendment to the Service Contract for John Schempf to include a Town phone.

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

- D. Discussion/Approval/Disapproval of authorizing the release of a thumb drive containing files pertinent to the Rural Development Project to John Schempf for the completion of his Service Contract, to be returned at the termination of the contract.

Motion is: Approve/Disapprove the release of a thumb drive containing the pertinent files to the Rural Development Project to John Schempf, to be returned at the termination of the contract.

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

6. RESUME TOWN COUNCIL MEETING

- B. Discussion to review account signors and ensuring the removal of previous Town Manager, and an additional change to the Town credit card to reflect the new signor(s).

Motion is: Approve/Disapprove

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

5. MAYOR AND COUNCIL COMMENTS

6. ADJOURN

The undersigned hereby certifies that a copy of this notice was posted at the Mammoth Town Hall on November 04, 2022 by 5:00 p.m.


Kennedy Ivy, Town Clerk

Copies of the agenda are available for public inspection at the Mammoth Town Hall and the Mammoth Public Library. Persons with disabilities needing accommodations should contact the Mammoth Town Hall coordinator at (520) 487-2331. If possible, such requests should be made 72 hours in advance.

TOWN OF MAMMOTH
AGENDA ACTION FORM

AGENDA ITEM NO: 4.A

COUNCIL MEETING DATE: Special Date
11-01-22

Agenda Action Forms must be submitted to the Town Clerk no later than 10 days prior to Town Council Meeting. Agenda Action Forms are subject to review by Mayor, Town Manager and/or Town Clerk for completion and accuracy.

NAME OF PERSON PROPOSING ITEM Annie Martinez DATE SUBMITTED: 10-25-22

BRIEF DESCRIPTION/SUMMARY OF AGENDA ITEM (AS YOU WOULD LIKE IT TO APPEAR):
Discuss & approve contract with Pablo Rodriguez to maintain pool over the months of Oct-May for the amount of \$600 per month.

FISCAL IMPACT: 4,800.00 (FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)
Cost higher if not maintained.

TYPE OF ACTION REQUESTED

INFORMATIONAL/DISCUSS ON ONLY

FORMAL ACTION MOTION

RESOLUTION/ORDINANCE

OTHER

motion should read: Approve contract with Pablo Rodriguez to maintain pool from Oct 22 - May 2023 at cost of \$600 per month

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: YES NO

RECOMMENDATION:

Kennedy Cruz
TOWN MANAGER/Town Clerk

11-7-22
DATE

(Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: YES NO

Patey Armenta
MAYOR

10/25/22
DATE

(Section Completed by Staff)

TOWN OF MAMMOTH

AGENDA ACTION FORM

AGENDA ITEM NO: <u>5L, 5.D, 4.B</u>	COUNCIL MEETING DATE: <u>Nov. 9 2022</u>
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Agenda Action Forms must be submitted to the Town Clerk no later than 10 days prior to Town Council Meeting. Agenda Action Forms are subject to review by Mayor, Town Manager and/or Town Clerk for completion and accuracy.

NAME OF PERSON PROPOSING ITEM: Patsy Armenta DATE SUBMITTED: 10/28/2022

BRIEF DESCRIPTION/SUMMARY OF THE AGENDA ITEM (AS YOU WOULD LIKE IT TO APPEAR):
Discussion of ^{action} cell phone for John & copying files as per Steve Cooper. Also check signed & taking John off accounts. Credit cards changed.

Motion: _____

FISCAL IMPACT: _____ (FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)

TYPE OF ACTION REQUESTED: _____ FORMAL ACTION-MOTION
 _____ INFORMATIONAL/DISCUSSION ONLY _____ OTHER
 _____ RESOLUTION/ORDINANCE

Signature of Person Requesting Action _____

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: YES _____ NO

RECOMMENDATION: _____

Kennedy class
TOWN MANAGER/Town Clerk

11-7-22
DATE

(Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: YES _____ NO

Patsy Armenta
MAYOR

10/28/2022
DATE

(Section Completed by Staff)

CONTRACT FOR PROFESSIONAL SERVICES

Contract # _____

THIS CONTRACT is made and entered into on the ____ day of _____, 2022, by and between TOWN OF MAMMOTH, hereinafter called TOWN, and Pablo Rodriguez, hereinafter called CONTRACTOR.

TOWN engages the CONTRACTOR to perform professional pool maintenance and cleaning services.

SECTION I – SERVICES OF THE CONSULTANT

The CONTRACTOR shall possess a valid contractor's license necessary to perform Professional Services under this Agreement and perform the following Professional Services to the standards of TOWN and in accordance with the degree of care and skill, which a professional contractor employed in the State of Arizona would exercise under similar conditions:

- A. Perform weekly cleaning and service check of pool and its facilities:
 - 1. Pool cleaning shall consist of vacuuming pool, emptying skimmers, cleaning tiles, cleaning strainer baskets and automatic vacuum, backwash and rinse filters when necessary.
 - 2. Service check shall include inspecting the pump, filter, systems, and pump room for any problems or changes need, and cleaning such equipment when necessary.
- B. Perform weekly water tests to ensure water quality, maintaining chemical levels for Chlorine, PH, total alkalinity, calcium hardness, Bromide, algaecides, acid levels, and temperature.
- C. Report to the Town Council or their designated representative any problems, changes, or repairs that need to be commissioned by the town council or their designated representative.

SECTION II – PERIOD OF SERVICE

The services of CONTRACTOR are to commence upon execution of this Agreement and shall continue for the summer swimming season, consisting of seven months from the date of this Professional Services Agreement.

SECTION III – CONTRACTOR’S COMPENSATION

CONTRACTOR shall submit an invoice each month to TOWN for each month’s services completed in accordance with the description above. Rate for service will be set at \$600 per month. Each invoice shall include a description of the services performed, the date on which the services were performed, and by whom, a brief status update of the pool and its facilities, and a description of any reimbursable expenditures if preapproved by the Town Council or designated representative. Payment will be made in full after the first review is completed. TOWN shall make payments to the CONTRACTOR within thirty (15) days after receipt of the detailed invoice.

SECTION IV – RESPONSIBILITIES OF TOWN

- A. TOWN shall provide access to the facility.
- B. TOWN shall provide the chemicals and equipment required for fulfilling this contract.

SECTION VI – NOT A JOINT VENTURE

This Agreement is not intended to be and shall not be construed to create a joint venture, partnership, or other employment relationship between the parties, or any one party and the employees of the other party. Neither party shall be responsible for any debt or obligation of the other party including (without limitation) the other party’s obligation to withhold Social Security or to pay income taxes for itself or its employees.

SECTION VIII – CONFLICT OF INTEREST

This contract is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

SECTION IX – LEGAL ARIZONA WORKERS ACT COMPLIANCE (A.R.S. § 41-4401)

The parties warrant that at all times during the term of this contract they will comply with all state and federal immigration laws applicable to the parties, and their employees, and with the requirements of A.R.S. § 23-214(A). The parties shall further ensure that each subcontractor who performs work under this contract will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of the contract.

The parties reserve the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

SECTION X – NON-APPROPRIATION

CONTRACTOR acknowledges that TOWN is a governmental entity and that contract validity is based upon the availability of public funding. In the event that public funds are not appropriated for the performance of TOWN's obligations under this Agreement, then this agreement shall automatically expire without penalty to TOWN thirty (30) days after written notice is sent to CONTRACTOR of the non-appropriation of public funds.

SECTION XI – ASSIGNMENT AND SUBCONTRACTING

Neither party to this agreement may assign its rights or responsibilities under this agreement without the written consent of the other party. CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of TOWN. If TOWN consents to such subcontract, CONTRACTOR shall be fully responsible to TOWN for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between TOWN and subcontractor nor shall it create any obligation on the part of TOWN to pay or to see to the payment of any monies due to any such subcontractor.

SECTION XII – TERMINATION

Either party may terminate upon 15 days written notice to the other party. Notice of termination shall be effective upon actual receipt. Any termination of the agreement shall not relieve the other party of responsibility for costs incurred prior to the effective date of the termination.

SECTION XIII – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR (as "indemnitor") shall defend, indemnify, and hold harmless TOWN (as "indemnitees"), its officers, officials, employees, agents, volunteers, successors, and assigns ("indemnified group") for claims, damages, losses, liabilities, and expenses of any nature whatsoever (including, but not limited to, reasonable attorney's fees, court costs, costs of appellate proceedings, and all claim adjusting and handling expenses) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of the Agreement (collectively "Claims") including, but not limited to, work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person whose acts and liabilities are the obligation of the indemnitor.

If any claim, action or proceeding is brought against the Indemnified Group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified Group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, or employees, provided, however, that the

indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence.

Insurance provisions in this Agreement, if any, are separate and independent from indemnity provisions, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude or enforcement of the other provisions.

The indemnity provisions of this Agreement shall survive the termination of this Agreement.

SECTION XIV – WAIVER

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

SECTION XV – INTERPRETATION

The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

SECTION XVI – ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by TOS up to and including termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN:

CONSULTANT:

Patricia "Patsy" Armenta
Mayor Town of Mammoth

Pablo Rodriguez

Kennedy Ivy, Town Clerk
Town of Mammoth

Stephen R. Cooper, Town Attorney

SERVICE CONTRACT

Contract # _____

I. The Parties. This Amended Service Contract (“Agreement”) made November 1, 2022 (“Effective Date”), which shall and Amend the Service Contract between the parties of October 20, 2022 by and between:

Service Provider: John B. Schempf, with a mailing address of 5681 E. McKellips Blvd. Apache Junction, AZ 85119 (“Service Provider”),

AND

Client: Town of Mammoth Municipal Properly Corporation (MMPC) with a mailing address of PO Box 130, Mammoth, AZ 85618 (“Client”),

Service Provider and Client are each referred to herein as a “Party” and, collectively as the “Parties.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on November 1, 2022 and terminate upon either Party providing 5 day(s) written notice to the other Party.

III. The Service. The Service Provider agrees to provide the following: Water Project Consulting, Financial Oversight, Construction Review, Inspection and other duties as required by the Client. Herein known as the “Service”.

The Service Provider shall provide, while performing the Service, comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of his abilities. The Service Provider retains the right to refuse any Service request due to time restrictions.

The Service Provider is not obliged under this Agreement to perform the Services at a specific location otherwise mentioned or agreed upon by the Parties. The Client agrees to allow the Service Provider to use the Client's facilities as needed within normal business hours to perform Service.

IV. Payment Amount. The Client agrees to pay the Service Provider \$1,250.00 per month for a minimum of 40 hours of work while performing the Service to the Client. These payments shall be made from the Mammoth MPC Water Project USDA-RD grant and will have an ending date of October 31, 2023 with a shall not exceed a total of \$15,000.00.

Herein known as the Payment Amount”.

Handicap individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487 2331 (V/TOD)

Telephone
(520) 487-2331 V/TDD

Mailing: P.O. Box 130, Mammoth, Arizona 85618
Street: 125 N. Clark Street, Mammoth, Arizona 85618

FAX
(520) 487-2152

V. **Payment Method.** The Service Provider shall provide an invoice and the Client shall pay the Payment Amount on a monthly basis.

Herein known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. **Retainer.** The Client is not required to pay a retainer as part of this agreement.

VII. **Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. **Reporting.** Service Provider shall provide a report to the Client via the Town Manager and or Town Clerk on a monthly basis. The report shall include an account of services provided during each month with a time and date in which the indicated service was conducted.

VII. **Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, supplies, uniforms, equipment, electronic documents and data and any other items must be returned by the Service Provider. Service Provider acknowledges all data and equipment set forth in Exhibit "A" is the property of Client. Failure to do so may result in a delay in any final payment made by the Client. Electronic equipment will be returned and accounted for with a release provided as Exhibit A to this contract.

VIII. **Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all services.

IX. **Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose a Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) **No Release.** The Service Provider agrees that the termination of this Agreement shall not release him from the obligations of this Section.

X. **Taxes.** Service Provider shall pay and be solely responsible for all withholding, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XI. Independent Contractor Status. Service Provider acknowledges that he is an independent contractor and not an agent, partner joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of the violation of the provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XII. Safety. Service Provider shall, at his own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Service or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines or fees incurred.

XIII. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services.

XIV. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties.

XVII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Arizona.

XVII. Additional Terms & Conditions. Service Provider agrees to complete tasks as assigned by the (Designated Representative”). The Designated Representative is deemed to be the President of the MMPC, Mayor Patsy Armenta.

XVIII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understanding of the Parties. No supplement, modification, or amendments of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers of this ___th day of November, 2022.

Town of Mammoth Municipal Property Corp.

Service Provider

President/Mayor Patsy Armenta

John B. Schempf

Town/MMPC Attorney

Stephen Cooper, Attorney

Exhibit A

Release of Electronic Equipment

The Service Provider, as established by Section I of the attached contract recognizes that all equipment is the property of the Town of Mammoth and to be utilized for the completion of the attached contract, that is in a manner consistent with the standard use of Government equipment and not meant for personal use.

Equipment List:

Town Laptop- Serial Number: 5CD941JW24

The Town laptop may be checked out and utilized during normal business hours for the purpose of completing services directly related to the completion of the Service Contract.

Cell Phone- Serial Number:

A cell phone with a plan will be issued to the Service Provider to be maintained by the Service Provider through the completion of the Service Contract.

Thumb Drive:

A thumb drive containing the pertinent files already established in relation to the Service being fulfilled by the Service Provider will be released to the Service Provider through the completion of the Service Contract. Any new electronic files created during the completion of the Service Contract shall be stored on this storage device to ensure complete and accurate return of all files at the completion and or termination of the Service Contract.