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**AGENDA
JOINT WORK SESSION
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE
and the CAMP VERDE CHAMBER OF COMMERCE**

**CVMO TRAINING ROOM – 646 First Street, Camp Verde, AZ
WEDNESDAY, SEPTEMBER 1, 2010
4:30 p.m.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Discussion with the Executive Board of the Camp Verde Chamber of Commerce relative to the Agreement for Contracted Services and Municipal Lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contract.**
5. **Adjournment**

Posted by:

V Jones

Date/Time:

8-26-2010

8:30 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 1, 2010

Meeting Type: Joint Work Session

Consent Agenda **Regular Business**

Reference Document: Draft Agreement

Agenda Title (be exact):

Discussion with the Executive Board of the Camp Verde Chamber of Commerce relative to the Agreement for Contracted Services and Municipal Lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contract.

Purpose and Background Information:

Council has requested a joint work session with the Chamber of Commerce Board to review and develop a contract for the operation of the Visitor's Center. A draft agreement is attached as the basis to begin your discussion and deliberations. The Town Attorney has reviewed the contract and determined that it meets statutory requirements.

Recommendation (Suggested Motion):

Direct staff to prepare a final contract based on your discussion and bring it back to the earliest possible meeting for approval.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: incorporated into the attached document

Submitting Department: Manager

Contact Person: Russ Martin

Action Report prepared by: D. Barber

**Agreement for Contracted Services
and
Municipal Lease
Between
The Town of Camp Verde
and the
Camp Verde Chamber of Commerce
Fiscal Year 2010/11
July 1, 2010 to June 30, 2011**

This Agreement is entered into this 1st day of September, 2010 by and between the Chamber of Commerce, a non-profit corporation, hereinafter referred to as "CHAMBER" and the Town of Camp Verde, an Arizona municipal corporation, hereinafter referred to as "TOWN." This Agreement is awarded pursuant to Procurement #2010-084.

WHEREAS, pursuant to A.R.S, § 9-500.11, the TOWN desires to appropriate funds to enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

WHEREAS, the TOWN receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

WHEREAS, the TOWN desires to maintain a strong and vital local economy and to require certain minimum levels of staffing at the Visitor Center located in Town in order to assist in the retention of existing businesses, the attraction of new businesses, and to promote tourism that are deemed desirable; and

WHEREAS, the CHAMBER is qualified and has the experience, organization and facilities to provide business services to new commercial and retail businesses coming into the community; and

WHEREAS, the TOWN and CHAMBER both have the desire and the commitment to build a strong local economy and promote Camp Verde.

PURPOSE OF THE AGREEMENT

TOWN hereby retains the CHAMBER to promote, develop and enhance tourism for the TOWN and its surrounding areas, and to render specific professional and technical services to the TOWN. It is understood and agreed that the CHAMBER, while retained under this Agreement, will also be rendering other services to its members.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Town Appropriations:** The TOWN agrees to appropriate a total of EIGHTY THOUSAND

DOLLARS (\$80,000) in Fiscal Year 2010-2011 for the following two expenditure categories:

- a. FIFTY-FIVE THOUSAND DOLLARS (\$55,000) funding will be allocated for the purposes of staffing and operating a Visitor Center. The TOWN agrees to make payment to the CHAMBER in four (4) installments of THIRTEEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$13,750) on July 1, 2010; October 1, 2010; January 1, 2011; and April 1, 2011.
 - b. TWENTY-FIVE THOUSAND, (\$25,000) funding will be allocated for tourism in promoting and marketing Camp Verde as a destination. The TOWN agrees to make payment to the CHAMBER in four (4) installments of SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6,250) on July 1, 2010; October 1, 2010, January 1, 2011; and April 1, 2011.
2. **Visitor's Center:** The CHAMBER shall maintain and staff the Visitor Center within the TOWN. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center), to answer all correspondence, telephone, or walk-in inquiries for general information relating to Camp Verde. Holiday closures will be determined from previous records and history of activity. The CHAMBER will utilize Destination Marketing to attract tourists to Camp Verde for overnight visitation.
 3. **Reporting:** The CHAMBER will provide quarterly presentations to the Town Council.
 4. **Coordination:** The TOWN Council Liaison to the CHAMBER and the Town Manager will meet periodically, but not less than quarterly, with the CHAMBER to discuss the coordination between the TOWN and the CHAMBER on items of mutual interest that promotes tourism and provides visitor information.
 5. **Annual Financial Audit:** The CHAMBER agrees to provide the TOWN with a copy of its annual financial audit.
 6. **Termination:** If and in the event that a dispute between the parties arises as to the service to be provided under this Agreement, then the TOWN and the CHAMBER shall attempt to resolve said dispute. This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.
 7. **Term:** This Agreement will be in force from July 1, 2010 through June 30, 2011. The TOWN will provide use of the Visitor Center to the CHAMBER under the terms and conditions as exist under the current lease July 1, 2010 (see lease below). Please note: the termination clause in this years' lease, "Effective upon termination of said lease, it is the TOWN's intention to utilize the building for purposes of occupying the facility with TOWN activities."
 8. **TOWN DUTIES:**
 - a. At the request of the CHAMBER, the TOWN shall disclose to the CHAMBER any information that pertains to the business community that may be legally released; provided that the TOWN shall have no obligation to incur any cost outside the ordinary course of business.
 - b. TOWN shall make available TOWN facilities as it deems necessary to accommodate

- activities associated with CHAMBER business.
- c. TOWN shall endeavor to work with the CHAMBER on a Business Recruitment Program and an Economic Development Program.

INDEPENDENT CONTRACTOR

1. The parties agree that the CHAMBER provides specialized services and that the CHAMBER enters this Agreement with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute the CHAMBER, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the TOWN of Camp Verde.
2. As an independent contractor, the CHAMBER is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages, which may arise during the operation of this Agreement.
3. **Insurance, Liability and Indemnity:**

The CHAMBER agrees to procure and maintain at its sole expense the following insurance relative to the Agreement with the TOWN:

- a. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:

Each Occurrence	\$1,000,000
General Aggregate.....	\$2,000,000

In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the CHAMBER facilities as provided herein and must briefly describe the services being performed, e.g. Lease of Town Facilities.

- b. Certificate of Insurance for Workers' Compensation Insurance Policy (Statutory).

All Certificate(s) of Insurance referenced above and the completed (signed by all pertinent parties) Services and Lease Agreement as provided herein shall be delivered simultaneously to the Town. Upon the TOWN's receipt of both the aforementioned documents the Agreement will be considered fully executed.

CHAMBER liability under this Agreement is not in any way limited by the insurance required by this Agreement.

CHAMBER shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

CHAMBER assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during, or in consequence, of the performance or failure to perform by CHAMBER. The TOWN assumes no liability, obligation or responsibility of any nature whatsoever, in connection with this Agreement except for payment of fees as stated or referred to herein.

4. It is understood and agreed that the CHAMBER is free to contract with other parties or to otherwise provide additional services.

IMMIGRATION LAW COMPLIANCE

1. Under the provisions of A.R.S. § 41-4401, the Chamber hereby warrants to the Town that the Chamber and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
2. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the Chamber to penalties up to and including termination of this contract at the sole discretion of the Town.
3. The Town retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The Town agrees to assist the Town in regard to any such inspections.
4. The Town may, at its sole discretion, conduct random verification of the employment records of the Chamber and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The Chamber agrees to assist the Town in regard to any random verifications performed.
5. Neither the Chamber nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Chamber or any subcontractor establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
6. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that the Chamber enters into with any and all its subcontractors who provide service under this contract or any subcontract.

Lease Agreement

LANDLORD: Town of Camp Verde ("**LANDLORD**"), an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

TENANT: Camp Verde Chamber of Commerce ("**TENANT**"), a non-profit corporation, 385 South Main Street, Camp Verde, AZ 86322

WHEREAS, the LANDLORD and TENANT agree it would be in the public interest to establish larger facilities for use by the TENANT and other related public agencies, for promotion of tourism as a

visitor's center, and

WHEREAS, the LANDLORD has provided a remodeled building at 385 South Main Street, formerly known as "Custards", and related parking areas, located at the entrance to Fort Verde State Historic Park, from Main Street, that would serve as a gateway center for future development connecting the downtown area and the Fort; and

WHEREAS, the parties have entered into a contract for promotion of tourism and economic development.

NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:

1. **Property and Use:** TENANT shall lease the 385 South Main Street building, other than areas reserved by the LANDLORD for municipal use, and adjoining parking areas, for its office facility both to fulfill the terms of services contract with the LANDLORD, and its role as the administration center for its member businesses and the public. TENANT shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for LANDLORD's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The TENANT will be responsible for all scheduling and coordinating use of the building.
2. **Term and Use of Visitor's Center:** The term of the lease shall be for the period July 1, 2010 to December 31, 2011. The LANDLORD will provide use of the Visitor Center to the TENANT under the terms and conditions as exist under this lease. This lease shall terminate December 31, 2011 in order to allow LANDLORD to utilize the building for purposes of occupying the facility with TOWN activities.
3. **Improvements:** TENANT will not make any modifications or improvements to the property without the prior consent of the LANDLORD. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the TENANT.
4. **Rent:** Payment of rent during the term of the lease shall be the nominal sum of \$1.00 per year, acknowledging that the occupancy and use of the premises for visitor services will be a benefit of the citizens of the TOWN and the surrounding communities.
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the TENANT.
6. **Sublease:** TENANT will not sublease any portion of the premises without the written consent of the Landlord.
7. **Maintenance:** TENANT will maintain the premises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
8. **Signs:** TENANT will not install any exterior signage on the building without the prior approval of the Landlord.

9. **Remodeling:** The building and surrounding property are an integral part of Main and Hollamon Street and will link the historic areas of the TOWN with Fort Verde State Historic Park. Therefore, the LANDLORD reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the facility.

IN WITNESS WHEREOF to be executed by their duly authorized officials on _____,
2010

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

William J. Sims, Town Attorney

APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE _____ day
of _____, 2010.

Camp Verde Chamber of Commerce

By: _____
Gary Thompson, Chamber of Commerce Chairman

ATTEST:

Camp Verde Chamber of Commerce

By: _____

Print Name: _____