Town of Camp Verde Vision Statement
"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 4, 2026 at 6:00 P.M.

ZOOM MEETING LINK:
https://us02web.zoom.us/j/88344800025?pwd=O5mmcAKAIIqmzucexqzwhEl3dCTTQa.1
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 883 4480 0025
Passcode: 807684

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

3. **Pledge of Allegiance**

4. **Consent Agenda –** All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

   a) **Approval of the Minutes:**
   1) Special Session (Public Portion) – October 14, 2026, at 8:00 p.m. Pg. 5
   2) Special Session (Public Portion) – October 21, 2026 at 5:00 p.m. Pg. 9
   3) Regular Session – October 21, 2026, at 6:00 p.m. Pg. 11

   b) **Set Next Meeting, Date and Time:**
   1) Regular Session – November 18, 2026 at 6:00 p.m.
   2) Regular Session – December 2, 2026 at 6:00 p.m.

5. **Presentation and recognition of outgoing Town Council: Mayor Marie Moore, Vice Mayor Wendy Escoffier and Council Member Robin Godwin.** Staff Resource: Town Clerk Leah Rhodes. Pg. 19

6. **Oath of Office for elected officials: Mayor Gary Thompson and Council Members Jackie Baker and Tanner Bryson.** Staff Resource: Town Magistrate Vaughan Winborne, Jr. Pg. 21

7. **Discussion, consideration and possible appointment of the Vice Mayor to serve a two-year term.** Staff Resource: Town Clerk Leah Rhodes. Pg. 25

8. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS *§38-431.01(H)*

9. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.

10. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

    - **Proclamation declaring November 9-15, 2026 as Law Enforcement Records and Support Personnel Appreciation Week.** Staff Resource: Marshal Daniel Jacobs. Pg. 27

11. **Approval of Verde Valley Humane Society (VVHS) Contract.** Staff Resource: Marshal Daniel Jacobs. Pg. 29

12. **Discussion and possible appointments of Town Council Members to Council-Committee Assignments.** Staff Resource: Town Clerk Leah Rhodes. Pg. 63

13. **Scheduling of Future Agenda Items.** There may be discussion on whether to place an item on a future agenda and the date for consideration, but not the merits of the item.

14. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public

meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 10-29-2026 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk

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Agenda Item 4.a.1

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 14, 2026 at 8:00 A.M.

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. Call to Order
Mayor Moore called the meeting to order at 8:00 a.m.

2. Roll Call.
Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present
Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance
Councilor Godwin led the Pledge.

Mayor Moore read Agenda Item 4.

A **motion** was made by Councilor Foreman to go into Executive Session for Item 4 at 8:03 a.m. Councilor Bolton seconded the motion.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

DRAFT

4. **Discussion, consideration and possible direction regarding the selection of the Town Manager.** The Council may vote to enter Executive Session pursuant to A.R.S. § 38-431.03(A)(1), (A)(3), and (A)(4) to interview candidates for the Town Manager position. The Council may also receive legal advice from and provide direction to the Town Attorney regarding the selection of a candidate and negotiation of an employment agreement. Finalists for the Town Manager position are: Gary Edwards, Josh Jones and Chad Morris.

Mayor Moore reconvened the Special Session at 4:01 pm.

Mayor Moore stated direction was given to the Town Attorney regarding Item 4.

Councilor Bolton left the meeting before Item 5.

5. **Council approval of an Open Use Container Permit Application for a Special Event October 15-18, 2026 at the Camp Verde Equestrian Center.** Resource: Town Attorney Trish Stuhan.

Town Attorney Trish Stuhan explained that while staff had previously been administering these permit applications, there is currently no formal ordinance or resolution explicitly delegating administrative approval authority to staff. Out of an abundance of caution while the town code is under review, the agenda was amended to have Council formally approve the permit and confirm authorization.

Interim Town Manager Charlie Cassens clarified in response to a council inquiry that no liquor will be sold at the event; the permit merely grants permission for open containers on the property.

On a **motion** made by Councilor Murdock, seconded by Councilor Foreman, the Council **moved to approve** the open use container permit application for the special event at the Camp Verde Equestrian Center from October 15–18, 2026.

Roll Call Vote:
Councilor Bolton: absent
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 6-0.

6. **Adjournment**
Mayor Moore adjourned the meeting at 4:04 p.m.

_____ _____
Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

CERTIFICATION

DRAFT

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on October 14, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Leah Rhodes, Town Clerk

DRAFT

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Agenda Item 4.a.2

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 21, 2026 at 5:00 P.M.

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**
Mayor Moore called the meeting to order at 5:00 p.m.

2. **Roll Call.**
Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present
Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan (participated remotely), and Town Clerk Leah Rhodes.

3. **Pledge of Allegiance**
Councilor Godwin led the Pledge.

Mayor Moore read Agenda Item 4.

A **motion** was made by Councilor Seybold to go into Executive Session for Item 4 at 5:04 p.m. Vice Mayor Escoffier seconded the motion.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

4. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position and instruct the Town Attorney regarding the Town's position regarding an**

employment agreement between the Town of Camp Verde and Joshua Jones. Staff Resource: Town Attorney Trish Stuhan.

Mayor Moore reconvened the special meeting at 5:43 p.m.

5. Discussion and possible action regarding an Employment Agreement between the Town of Camp Verde and Joshua Jones, appointing Jones as the Camp Verde Town Manager beginning November 9, 2026. Staff Resource: Town Attorney Trish Stuhan.

On a **motion** made by Councilor Murdock, seconded by Councilor Foreman, the Council **moved to approve** the employment agreement between the Town of Camp Verde and Joshua Jones.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

4. Adjournment
Mayor Moore adjourned the meeting at 5:43 p.m.

_____ _____
Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

CERTIFICATION
I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on October 21, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Leah Rhodes, Town Clerk

DRAFT

Agenda Item 4.a.3

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 21, 2026 at 6:00 P.M.

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock (Absent), Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

   Also Present. Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan (participated remotely), and Town Clerk Leah Rhodes.

3. **Pledge of Allegiance**
   Vice Mayor Escoffier led the Pledge.

4. **Consent Agenda –** All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

   a) **Approval of the Minutes:**
      1) Special Session (Public Portion) – October 7, 2026 at 5:00 p.m.
      2) Regular Session – October 7, 2026 at 6:00 p.m.

   b) **Set Next Meeting, Date and Time:**
      1) Regular Session – November 4, 2026 at 6:00 p.m.
      2) Regular Session – November 18, 2026 at 6:00 p.m.
      3) Regular Session – December 2, 2026 at 6:00 p.m.

   On a **motion** made by Vice Mayor Escoffier, and seconded by Councilor Foreman, Council **moved to approve** the Consent Agenda as presented with a minor typo to October 7, 2026 Regular Session Minutes.

   Roll Call Vote:
   Councilor Bolton: aye
   Councilor Foreman: aye

Councilor Godwin: aye
Councilor Murdock: absent
Councilor Seybold: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried: 6-0.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS *§38-431.01(I)*

   Kelly Roberts, Director of the Camp Verde Adult Reading Program, presented an update on their progress from the past year.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

   The Mayor, Council, and Interim Town Manager Cassens shared updates regarding current events and events they previously attended.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

   - **Proclamation declaring November 2-6, 2026 as Municipal Courts Week.** Staff Resource: Court Administrator Veronica Pineda

     Mayor Moore proclaimed the week of November 2-6, 2026 as Municipal Courts Week and presented the proclamation to Court Administrator Veronica Pineda.

- **Proclamation declaring the month of October 2026 as Domestic Violence Month.** Staff Resource: Town Clerk Leah Rhodes.

  Mayor Moore proclaimed October 2026 as Domestic Violence Month and presented the proclamation to Cassandra Presmyk.

- **Proclamation declaring the month of October 2026 as Fort Verde State Historic Park Month.** Staff Resource: Town Clerk Leah Rhodes.

  Mayor Moore proclaimed the month of October 2026 as Fort Verde State Historic Park Month.

- **Proclamation declaring November 1, 2026 as Extra Mile Day.** Staff Resource Town Clerk Leah Rhodes.

  Mayor Moore proclaimed November 1, 2026 as Extra Mile Day.

8. **Public Hearing: Discussion and possible approval of Resolution No. 2026-1216, approving Use Permit 2026-008, with conditions, for Jackpot Ranch RV Park.** Staff Resource: Development Services Director Christian Green.

Development Services Director Green provided an overview of the project and parcel, including the regulatory framework for the use permit application, the review and public hearing timeline, and the criteria for approving or denying the use permit and its associated conditions. Additionally, Development Services Director Green explained that the applicant had resolved 14 outstanding permit and code compliance issues identified when the current administration began in January.

Frank Gouder, Ranch Manager Corporate and Lodging at Jackpot Ranch, provided an overview of the ranch's educational and community-oriented programs serving children, families, and veterans.

Mayor Moore opened the Public Hearing at 7:00pm.

Public Comments:
Suzanne Martin, Ty Strout, Ryna Rock, Tim Kendall, Cheri Wischmeyer, John Wischmeyer, and Darlene Felix spoke out in opposition of the approval.

Christa Brunori spoke in favor of the approval.

Mayor Moore closed the public hearing and called for a recess at 7:28 p.m. to review handouts provided by Cheri Wischmeyer.

Mayor Moore called the meeting back to order at 7:47pm.

Mark Kite, General Manager at Jackpot Ranch, provided an overview of the

preservation, mission, accountability and future of Jackpot Ranch.

Council discussed the need for a traffic impact study and the conditions under which Town personnel could access the property to investigate complaints involving lighting, sound, and other potential code violations. Development Services Director explained that the proposed permit conditions would facilitate access during events and allow coordination with the Marshal's Office. Additionally, Council discussed the proposed use permit application completeness, prior permitting and code compliance issues, site plan changes, traffic impacts, property access, enforcement procedures, and consistency with the Town's 2016 General Plan.

Planner II Cory Mulcaire stated an annual review process in which active use permits would be presented to the Council each April, along with information regarding any violations and associated corrective actions.

Mr. Kite, Development Services Director Green, Planner II Cory Mulcaire, and Town Attorney Stuhan responded to questions from the Council.

On a **motion** made by Councilor Bolton and seconded by Councilor Seybold, Council **moved to approve** Resolution No. 2026-1216, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit 2025-0008, to include conditions listed as well as a traffic impact study to include Middle Verde Road and to the entrance to Jackpot Ranch.

Roll Call Vote:
Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: nay
Councilor Murdock: absent
Councilor Seybold: aye
Vice Mayor Escoffier: nay
Mayor Moore: aye.
Motion Carried: 4-2.

9. **Discussion and possible action to approve Resolution No. 2026-1226, establishing the Camp Verde Equestrian Center Commission and appointing seven inaugural members to the Commission.** Staff Resource: Interim Town Manager Charlie Cassens.

Interim Town Manger Cassens stated the Town Council approved the formal establishment of the Camp Verde Equestrian Center Commission in August to oversee the development and implementation of the facility. Applications for the Commission’s seven positions were accepted throughout September, resulting in 10 applicants. A Committee conducted interviews and evaluated the applicants, ultimately recommending seven candidates for Council consideration.

Interim Town Manager Cassens responded to questions from the Council.

On a **motion** made by Councilor Foreman, and seconded by Vice Mayor Escoffier, Council **moved to approve** appointing

- Dee Jenkins
- Jason Jenkins
- Christa Brunori
- Jordy Weaver
- Charles Fisher
- Bob Weir
- Cole Martinez

To the Camp Verde Equestrian Center Commission; and at the first organizational meeting and at their first organizational meeting they will decide among themselves who will do the two-year terms and the three-year terms.

Vice Mayor Escoffier requested with the addition of approval of the Resolution 2026-1226, establishing the Camp Verde Equestrian Center Commission, prescribing its purpose, powers, duties, memberships in terms of office, and providing for related matters.

Roll Call Vote:
Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: nay
Councilor Murdock: absent
Councilor Seybold: abstained
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried: 4-1.

Mayor Moore recessed the meeting for a break at 8:57 p.m. and reconvened the meeting at 9:05 p.m.

10. Discussion and possible approval of Resolution No. 2026-1225, designating the Town of Camp Verde as the Destination Marketing Organization for the Community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism. Staff Resource: Development Services Director Christian Green.

Development Services Director Green provided an overview of the designation that would authorize coordination of tourism promotion with the Arizona Office of Tourism and authorize the Economic Development Director, Development Services Director, or designee to execute the destination marketing organization affidavit and related documents on behalf of the Town.

On a **motion** made by Vice Mayor Escoffier and seconded by Councilor Godwin,

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Council **moved to approve** Resolution No. 2026-1225, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, designating the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the Destination Marketing Organization for the community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism, and authorizing the Economic Development Director / Development Services Director, or designee, to execute the Destination Marketing Organization Affidavit and related AOT documents on behalf of the Town.

Roll Call Vote:
Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: aye
Councilor Murdock: absent
Councilor Seybold: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried: 6-0.

11. Discussion and possible approval of the purchase of a new Building Maintenance Department Vehicle. Staff Resource: Building Maintenance Lead Juan Ochoa.

CIP Manager Martin Smith presented a request to purchase a new 2027 Ford F-350 pickup truck for the Building Maintenance Department and explained that the department anticipated hiring an additional employee and would need another vehicle to accommodate its workload and staffing needs.

Public Works Director Ken Krebbs (participated remotely) and CIP Manager Smith responded to questions from the Council.

On a **motion** made by Councilor Seybold, and a second by Councilor Godwin, council **moved to approve** the lease purchase of a 2027 Ford F-350 XL 4 by 4 Super Cab for the Building Maintenance Department in an amount not to exceed $75,000.

Roll Call Vote:
Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: aye
Councilor Murdock: absent
Councilor Seybold: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried: 6-0.

DRAFT

12. Progress update regarding interior renovations of Heritage Pool. Staff Resource: CIP Manager Martin Smith.

Manager Smith presented a conceptual design and preliminary cost assessment for renovations of the Town's municipal swimming pool.
The proposed work included:

- Replacing the existing gutter system with a skimmer system.
- Removing and replacing the surrounding concrete pool deck to facilitate access to pool walls and installation of underground piping.
- Removing the existing pool slide.
- Reconfiguring pool entry to provide a zero-entry, beach-style access area.
- Improving accessibility through ADA-accessible entry and railing.
- Installing Life Floor non-slip, cushioned surfacing in the entry area.
- Replastering and retiling the pool interior.

CIP Manager Smith also identified a possible Aqua Zip attraction and a basketball hoop as optional additions, contingent on available funding. The preliminary cost estimate was approximately $1.26 million against a budget of $1.3 million. CIP Manager Smith reported that the design consultant expected to submit approximately 95-percent-complete plans for Town review before finalizing the construction documents.

CIP Manger Smith and Town Attorney Trish Stuhan responded to questions from the Council.

13. Update and discussion regarding the progress to the Inter-Governmental Agreement (IGA) between the Town and Camp Verde Unified School District specific to Heritage Pool. Staff Resource: Parks and Recreation Manager Shawna Figy.

Parks and Recreation Manager Figy explained that preliminary design work had begun to accommodate the limited construction schedule and anticipate opening of the pool for the following season.

Town Attorney Stuhan recommended that the revised IGA be finalized before construction begins and before substantial capital investment is made. Council members also raised concerns about initiating a bid process before the agreement was complete.

Parks and Recreation Manager Figy reported the proposed language would supersede only the pool-related portions of the existing IGA, leaving the remaining facilities provisions in effect.

Council requested continued updates on negotiations and clarification from Town Attorney Stuhan regarding the appropriate timing of further financial commitments.

14. Discussion and possible action regarding a commercial lease of the Town-

DRAFT

owned property located at 385 S. Main Street, Camp Verde, Arizona, and the adjacent vacant property for parking. Staff Resource: Interim Town Manager Charlie Cassens.

Interim Town Manager Cassens provided an overview of the lease agreement and terms for Town-owned property located at 385 S. Main Street to allow Black Canyon Community Health Center to establish a community health clinic in Camp Verde. The nonprofit, federally qualified health center provides primary and preventive healthcare services and serves patients regardless of insurance status.

On a **motion** by Councilor Godwin and a second by Vice Mayor Escoffier, Council **moved to approve** a lease agreement with Black Canyon Community Health Center for the town owned property located at 385 S Main St.
with adjacent parking for two years, with an option for a third year for the purpose of a community Health Center and authorize the Interim Town Manager to execute the agreement.

Roll Call Vote:
Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: aye
Councilor Murdock: absent
Councilor Seybold: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried: 6-0.

15. Adjournment.
Mayor Moore Adjourned the meeting at 9:40 p.m.

_____ _____
Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

CERTIFICATION
I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on October 7, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Leah Rhodes, Town Clerk

DRAFT

Meeting Date: November 4, 2026

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Presentation and recognition of outgoing Town Council: Mayor Marie Moore, Vice Mayor Wendy Escoffier and Council Member Robin Godwin.

Attached Documents: N/A

Estimated Presentation Time: N/A **Estimated Discussion Time:** 15 Minutes

Reviewed By:

☐ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Presentation of awards for years of service to Mayor Marie Moore, Vice Mayor Escoffier and Council Member Robin Godwin.

Question(s) before the Council:

- Does Council have any questions for staff?

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Town Council
Agenda Information Memorandum

Meeting Date: November 4, 2026

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Magistrate Vaughan Winborne, Jr.

Agenda Title: Oath of Office for elected officials: Mayor Gary Thompson and Council Members Jackie Baker and Tanner Bryson.

Attached Documents:

- Copy of Oath of Offices

Estimated Presentation Time: N/A **Estimated Discussion Time:** 15 Minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Town Magistrate Vaughan Winborne, Jr. will complete the Oath of Office with Gary Thompson, Jackie Baker and Tanner Bryson.

All members of the Council shall assume the duties of office at the first Regular Meeting of the Council in December following the date of the General Election at which any remaining Council Members were elected (Per Camp Verde Town Code, Section 2-1-3). Immediately before assumption of the duties of office, the Mayor and each Council member shall, in public, take and subscribe to the Oath of Office (Per Camp Verde Town Code, Section 2-1-5).

Question(s) before the Council:

- Does Council have any questions for staff?

TOWN OF CAMP VERDE

GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE

I, **GARY THOMPSON, MAYOR OF CAMP VERDE,** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF MY POSITION FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

Subscribed and sworn before me on this 4th day of November 2026.

Leah Rhodes,Town Clerk
Town of Camp Verde

TOWN OF CAMP VERDE

GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE

I, **JACKIE BAKER, COUNCIL MEMBER OF CAMP VERDE,** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF MY POSITION FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

Subscribed and sworn before me on this 4th day of November 2026.

Leah Rhodes,Town Clerk
Town of Camp Verde

TOWN OF CAMP VERDE

GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE

I, **TANNER BRYSON, COUNCIL MEMBER OF CAMP VERDE,** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF MY POSITION FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

Subscribed and sworn before me on this 4th day of November 2026.

Leah Rhodes,Town Clerk
Town of Camp Verde

Meeting Date: November 4, 2026

Agenda Item Type:

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Discussion, consideration and possible appointment of the Vice Mayor to serve a two-year term.

Attached Documents: N/A

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 15 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

With the Vice Mayor position now vacant, due to the July 21, 2026 Primary Election results, the Council will select who they would like to appoint as the new Vice Mayor.

Per Town Code, Section 2-2-2 Vice-Mayor (2008-A355) (2016-A415), the Council shall select a Vice Mayor after the official canvass is certified and approved following the date of the General Election. The Vice Mayor shall serve for a two-year (2) term at the pleasure of the Council. The Vice Mayor shall assume the duties of the Mayor in the absence, disqualification, incapacitation or resignation of the Mayor.

Connection to the FY25-FY30 Strategic Plan

By selecting a Vice Mayor, the Town Council is advancing its focus of good governance.

Question(s) before the Council:

- Who does the Council want to appoint as the new Vice Mayor?

Proposed Motion:

I move to nominate [INSERT NAME] to serve as Vice Mayor.

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Town Council
Agenda Information Memorandum

Meeting Date: November 4, 2026

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Marshal **Staff Resource:** Town Marshal Daniel Jacobs

Agenda Title: Proclamation declaring November 9-13, 2026 as Law Enforcement Records and Support Personnel Appreciation Week.

Attached Documents: Proclamation

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 5 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Law Enforcement Records and Support Personnel Appreciation Week was created by public safety associations to honor the civilian staff who serve as the operational backbone of policing. While traditional events heavily focus on sworn officers, this dedicated week ensures that non-sworn personnel receive independent acknowledgment for keeping agencies functional, transparent, and legally compliant. Today, law enforcement agencies and local governments officially recognize this week to highlight the vital contributions of these behind-the-scenes professionals. Our local community is proud to participate in this initiative, recognizing the dedicated civilian staff within our agency who work tirelessly to manage critical data, process records, and support the daily operations that keep us safe.

Question(s) before the Council:

- Does Council have any questions for staff?

Town of Camp Verde
Proclamation

WHEREAS, *law enforcement records and support personnel play an essential role in public safety by maintaining accurate records, supporting investigations, assisting the public, and providing critical administrative and operational services; and*

WHEREAS, *their professionalism, integrity, and dedication help ensure the effective operation of law enforcement agencies and support the deputies who serve and protect our community; and*

WHEREAS, *the meticulous work of our records personnel, evidence technician, public safety systems administrator, and administrative assistant directly supports our frontline deputies by ensuring they have accurate, timely information to perform their duties safely and effectively; and*

WHEREAS, *the Town of Camp Verde recognizes and appreciates the important contributions of these often-unrecognized professionals to the safety and well-being of our community.*

NOW THEREFORE, *I, Gary Thompson, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim the week of November 19-25, 2026 as:*

"Law Enforcement Records and Support Personnel Appreciation Week"

And call upon all citizens, civic organizations, and public safety personnel to join in recognizing and thanking these vital civilian employees for their tireless dedication to our community.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the Town of Camp Verde to be affixed this 4th Day of November, 2026.*

_____
Gary Thompson, Mayor

Attest:

_____
Leah Rhodes, Town Clerk

Town Council
Agenda Information Memorandum

Meeting Date: November 4, 2026

Agenda Item Type:

☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: CVMO **Staff Resource:** Town Marshal Dan Jacobs

Agenda Title: Approval of Verde Valley Humane Society (VVHS) Contract

Attached Documents:

- VVHS Contract

Estimated Presentation Time: N/A **Estimated Discussion Time:** N/A

Reviewed By:

☐ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

This agenda item is presented for Town Council consideration and approval of the contract with the Verde Valley Humane Society to provide animal sheltering and related services for the Town of Camp Verde. The Marshals Office has not had a contract with the Verde Valley Humane Society for a number of years. This vital partnership supports the safe and humane care of animals, assists with stray and impounded animals, and provides an effective resource for animal-related calls for service. This contract with the Verde Valley Humane Society will help the Camp Verde Marshal's Office fulfill its responsibilities for animal-related enforcement while promoting public safety, animal welfare, and responsible pet ownership within the community.

Connection to the FY25-FY30 Strategic Plan

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** the Verde Valley Humane Society contract.

This Service Agreement ("Agreement") is entered into by and between the **Town of Camp Verde**, an Arizona municipal corporation ("Town"), and the **Verde Valley Humane Society**, an Arizona nonprofit corporation ("VVHS"). The Town and VVHS may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Town is authorized under Arizona law to provide for the protection of the public health, safety, and welfare through the enforcement of its animal control ordinances and the humane handling of domestic animals found within its jurisdiction;

WHEREAS, VVHS is an Arizona nonprofit charitable organization that owns and operates an animal shelter dedicated to the humane care, temporary housing, treatment, rehabilitation, adoption, and lawful disposition of domestic dogs and cats within the Verde Valley;

WHEREAS, the Parties desire to establish a cooperative relationship whereby VVHS will provide limited animal sheltering services for certain animals impounded by the Camp Verde Marshal's Office under the terms and conditions set forth in this Agreement;

WHEREAS, the Parties acknowledge that VVHS is an independent nonprofit organization that operates with finite financial resources, staffing, kennel capacity, veterinary resources, and volunteer support, and that the acceptance of animals under this Agreement must remain subject to those operational limitations;

WHEREAS, the Parties recognize that nothing contained in this Agreement is intended to require VVHS to accept any animal when doing so would exceed the shelter's available capacity, compromise the health or safety of animals, staff, volunteers, or the public, or otherwise interfere with the responsible operation of the shelter;

WHEREAS, the Parties further recognize that the Camp Verde Marshal's Office shall retain responsibility for animal control enforcement, investigations, quarantines, evidence animals, licensing enforcement, and other governmental responsibilities not specifically delegated by this Agreement;

WHEREAS, the Parties intend that only animals impounded and delivered by the Camp Verde Marshal's Office pursuant to this Agreement shall be considered contract animals for purposes of calculating the monthly service fee and included animal allotment;

WHEREAS, the Parties acknowledge that VVHS may, in its sole discretion, accept owner-surrendered animals directly from members of the public outside the scope of this Agreement, subject to available capacity, staffing, medical and behavioral considerations, and applicable surrender fees, and that such owner surrenders shall not constitute services provided under this Agreement nor count toward the Town's monthly animal allotment;

WHEREAS, the Parties further acknowledge that evidence animals, court-ordered holds, and other animals requiring extended legal custody involve unique responsibilities and costs that

differ from routine animal impounds and therefore shall be addressed separately under the terms of this Agreement;

WHEREAS, the Parties desire to establish a fair and equitable compensation structure that recognizes the cost of providing professional animal sheltering services while encouraging continued cooperation between the Town and VVHS for the benefit of the citizens of Camp Verde and the welfare of domestic animals;

WHEREAS, the Parties desire to clearly define their respective rights, responsibilities, financial obligations, and operational procedures in order to promote efficient governmental services, responsible stewardship of public and charitable resources, humane treatment of animals, and a cooperative working relationship between the Parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

TERM, RENEWAL, AND REVIEW

Section 1.01. Effective Date

This Agreement shall become effective upon execution by the authorized representatives of both Parties ("Effective Date") and shall remain in full force and effect unless terminated or modified in accordance with the provisions of this Agreement.

Section 1.02. Initial Term

Unless earlier terminated as provided herein, the initial term of this Agreement shall commence on the Effective Date and continue through **June 30, 2027**.

Section 1.03. Renewal

Upon expiration of the initial term, this Agreement may be renewed for additional terms upon the mutual written agreement of the Parties. Any renewal shall be authorized by the governing body of the Town and the Board of Directors of Verde Valley Humane Society ("VVHS"), or their authorized representatives, and shall be evidenced by a written amendment or renewal agreement executed by both Parties.

Nothing contained herein shall obligate either Party to renew this Agreement beyond its expiration date.

Section 1.04. Annual Operational Review

The Parties agree to meet no less than annually to review the operation of this Agreement. The purpose of the review shall include, but not be limited to:

a. Evaluating the effectiveness of services provided under this Agreement;

b. Reviewing animal intake statistics and trends;

c. Evaluating shelter capacity and operational impacts;

d. Reviewing veterinary expenses, staffing costs, and other operational expenditures;

e. Reviewing actual costs incurred by VVHS in providing services under this Agreement;

f. Evaluating the adequacy of the monthly service fee and any additional animal fees;

g. Discussing proposed operational improvements or modifications; and

h. Addressing any other matters affecting the successful administration of this Agreement.

The Parties acknowledge that this annual review is intended to foster cooperation and facilitate future planning and shall not, by itself, modify any provision of this Agreement.

Section 1.05. Fee Review

In connection with the annual operational review, the Parties shall evaluate whether the compensation established under this Agreement reasonably reflects the actual cost of providing animal sheltering services.

In conducting such review, the Parties may consider, among other factors:

a. Inflation and changes in the Consumer Price Index;

b. Veterinary and pharmaceutical expenses;

c. Employee wages and benefits;

d. Animal food, supplies, and equipment costs;

e. Utility and facility operating expenses;

f. Insurance premiums;

g. Changes in state or federal laws affecting animal shelter operations;

h. The average cost of caring for animals received under this Agreement; and

i. Any other factor reasonably affecting the cost of services.

Any adjustment to fees or compensation shall become effective only upon written amendment executed by both Parties.

Section 1.06. Amendment

This Agreement may be amended only by a written instrument approved and executed by authorized representatives of both Parties.

Operational practices, intake procedures, reporting formats, forms, or administrative processes that do not materially alter the legal or financial obligations of either Party may be modified by mutual written agreement of the Town Manager and the Executive Director of VVHS, provided such administrative modifications remain consistent with the intent of this Agreement.

Section 1.07. Good Faith Cooperation

The Parties acknowledge that this Agreement establishes a cooperative relationship intended to benefit both the citizens of the Town of Camp Verde and the welfare of domestic animals.

Accordingly, the Parties agree to communicate openly, cooperate in good faith, and make reasonable efforts to resolve operational issues before exercising any rights of termination or legal remedies provided elsewhere in this Agreement.

Section 1.08. No Guaranteed Level of Services Beyond Agreement

Nothing contained in this Agreement shall be construed as guaranteeing future funding, future renewals, or continued sheltering services beyond the term of this Agreement. Any continuation of services following expiration shall require a new written agreement approved by both Parties.

Section 1.09. Survival

Expiration or termination of this Agreement shall not affect any financial obligation, indemnification obligation, reimbursement obligation, record-retention requirement, or other provision that, by its nature, is intended to survive termination or expiration of this Agreement.

ARTICLE II

SERVICES

Section 2.01. Purpose

The purpose of this Agreement is to establish the terms under which Verde Valley Humane Society ("VVHS") shall provide limited animal sheltering services for certain domestic animals lawfully impounded by the Camp Verde Marshal's Office ("Town"). The Parties acknowledge that this Agreement is intended to provide humane temporary sheltering services and is not intended to transfer the Town's statutory or regulatory animal control responsibilities to VVHS.

Section 2.02. Scope of Services

Subject to the terms and conditions of this Agreement, VVHS agrees to provide the following services for eligible animals accepted under this Agreement:

a. Receive and intake eligible animals delivered by authorized representatives of the Camp Verde Marshal's Office;

b. Provide humane housing, food, potable water, sanitation, and daily care consistent with generally accepted animal sheltering practices;

c. Monitor the health and welfare of sheltered animals and provide routine husbandry during the period of shelter care;

d. Maintain intake, disposition, and identification records for animals accepted under this Agreement;

e. Make reasonable efforts to identify owners of impounded animals through available identification methods, including microchip scanning, license tags, tattoos, and other identifying information;

f. Release animals to verified owners when authorized by applicable law and consistent with VVHS policies, provided all required redemption fees imposed by the Town have been satisfied;

g. Make animals available for adoption, transfer, rescue placement, or other lawful disposition following expiration of any applicable statutory hold period and after ownership has legally transferred to VVHS;

h. Humanely euthanize animals when medically necessary, required by law, ordered by a licensed veterinarian, or otherwise authorized under this Agreement; and

i. Perform such additional shelter-related services as are reasonably necessary to carry out the intent of this Agreement.

Section 2.03. Eligible Animals

Unless otherwise agreed in writing, services under this Agreement shall be limited to domestic dogs and cats lawfully impounded within the corporate limits of the Town of Camp Verde and delivered by authorized personnel of the Camp Verde Marshal's Office.

VVHS shall have no obligation to accept:

a. Livestock;

b. Horses or other equine animals;

c. Wildlife;

d. Exotic animals;

e. Reptiles;

f. Birds;

g. Venomous animals;

h. Animals prohibited by state or federal law; or

i. Any animal for which VVHS lacks appropriate housing, equipment, staffing, or expertise.

Acceptance of any animal outside the scope of this Section shall be solely at the discretion of VVHS and shall be subject to separate written agreement regarding care and reimbursement.

Section 2.04. Shelter Capacity

The Parties acknowledge that VVHS operates a nonprofit animal shelter with finite kennel space, staffing, financial resources, and veterinary capacity.

Accordingly, acceptance of animals under this Agreement shall remain subject to:

a. Available kennel space;

b. Staffing levels;

c. Veterinary resources;

d. Disease control considerations;

e. Behavioral safety concerns;

f. Emergency shelter conditions; and

g. The overall operational needs of the shelter.

Nothing contained herein shall require VVHS to accept an animal when acceptance would exceed its operational capacity or jeopardize the health or safety of shelter staff, volunteers, animals, or the public.

Section 2.05. Animals Accepted Under this Agreement

Only animals delivered by authorized personnel of the Camp Verde Marshal's Office pursuant to this Agreement shall be considered contract animals.

Animals accepted directly from members of the public, rescue organizations, other governmental agencies, or other sources shall not be considered contract animals unless specifically authorized in writing by both Parties.

Section 2.06. Shelter Standards

VVHS shall provide sheltering services in accordance with generally accepted standards of animal care and shall maintain all licenses, permits, and registrations required by applicable federal, state, and local laws governing the operation of an animal shelter.

Nothing in this Agreement shall require VVHS to provide a level of care exceeding generally accepted sheltering practices or services beyond those reasonably available through its facilities and available resources.

Section 2.07. Ownership of Animals

Nothing in this Agreement transfers ownership of an impounded animal to VVHS until:

a. The applicable statutory holding period has expired;

b. The owner has voluntarily surrendered ownership;

c. Ownership has otherwise transferred by operation of law; or

d. The Town authorizes disposition consistent with applicable law.

Until ownership lawfully transfers, VVHS shall act solely as the temporary custodian of the animal.

Section 2.08. Compliance with Laws

Each Party shall comply with all applicable federal, state, and local laws, regulations, ordinances, and administrative requirements applicable to its respective duties under this Agreement.

Nothing contained herein shall be construed as requiring either Party to perform any act prohibited by law.

Section 2.09. Independent Operational Authority

Except as expressly provided herein, VVHS shall retain sole authority over the day-to-day operation of its shelter, including but not limited to:

a. Shelter policies and procedures;

b. Staffing and volunteer management;

c. Animal housing assignments;

d. Veterinary treatment decisions;

e. Adoption procedures;

f. Rescue transfers;

g. Behavioral evaluations;

h. Disease control protocols; and

i. Internal shelter operations.

Nothing contained in this Agreement shall be construed as granting the Town authority to supervise or control the internal management or operations of VVHS.

Section 2.10. Good Faith Cooperation

The Parties agree to work cooperatively in providing humane care for animals received under this Agreement. The Town and VVHS shall communicate promptly regarding operational issues, emergency situations, disease outbreaks, evidence holds, veterinary emergencies, and other matters affecting the care, custody, or disposition of animals accepted pursuant to this Agreement.

ARTICLE III

ANIMAL INTAKE AND ACCEPTANCE

Section 3.01. Authorized Deliveries

VVHS shall accept eligible animals delivered by authorized personnel of the Camp Verde Marshal's Office, subject to the terms of this Agreement and the operational limitations of VVHS.

Only employees or agents authorized by the Town may deliver contract animals under this Agreement. VVHS may require reasonable documentation establishing the authority of the individual delivering the animal.

Section 3.02. Monthly Animal Allotment

The monthly compensation established under this Agreement includes the acceptance of up to **six (6)** eligible animals per calendar month.

Only animals accepted pursuant to this Agreement shall count toward the monthly allotment.

The Parties acknowledge that the monthly allotment represents an estimate of anticipated sheltering services and is intended to reasonably compensate VVHS for maintaining the availability of shelter services to the Town.

Section 3.03. Animals in Excess of Monthly Allotment

Should the Town request placement of more than six (6) eligible animals during any calendar month, VVHS may, in its sole discretion, accept additional animals based upon available kennel space, staffing, veterinary resources, disease-control considerations, and the overall operational needs of the shelter.

If accepted, each additional animal shall be compensated in accordance with the fee schedule established in this Agreement.

Nothing contained herein shall obligate VVHS to accept animals in excess of the monthly allotment.

Section 3.04. Shelter Discretion

VVHS retains the sole and exclusive discretion to determine whether an animal may be safely and humanely accepted into the shelter.

In exercising this discretion, VVHS may consider, including but not limited to:

a. Available kennel capacity;

b. Staffing levels;

c. Veterinary resources;

d. Medical condition of the animal;

e. Behavioral concerns;

f. Disease or quarantine risks;

g. Court-ordered holds;

h. Safety of shelter personnel, volunteers, visitors, and other animals; and

i. Any other operational consideration reasonably affecting shelter operations.

A decision by VVHS to decline acceptance of an animal shall not constitute a breach of this Agreement.

Section 3.05. Information Required at Intake

At the time an animal is delivered, the Town shall provide all reasonably available information necessary for the proper care and disposition of the animal, including, when known:

a. Date, time, and location where the animal was found or seized;

b. Species, breed, color, sex, and identifying characteristics;

c. Collar, tags, tattoo, microchip information, or other identifiers;

d. Known owner information;

e. Bite history or aggressive behavior;

f. Known medical conditions or injuries;

g. Medications currently prescribed;

h. Whether the animal is subject to a criminal investigation, evidence hold, quarantine, court order, or other legal restriction; and

i. Any additional information reasonably necessary for the safe handling and care of the animal.

The Town shall promptly notify VVHS if additional information becomes available after intake.

Section 3.06. Animals Requiring Immediate Veterinary Care

If an animal requires emergency veterinary treatment before transport, the Town shall make reasonable efforts to have the animal evaluated and stabilized by a licensed veterinarian prior to delivery to VVHS.

If emergency treatment becomes necessary after intake, the provisions of Article VIII governing veterinary care and reimbursement shall apply.

Section 3.07. Animals Not Accepted

Unless otherwise agreed in writing, VVHS shall have no obligation to accept:

a. Animals outside the scope of Article II;

b. Animals requiring facilities or expertise unavailable at VVHS;

c. Animals presenting an unreasonable safety risk;

d. Animals for which the Town has failed to disclose a known evidence hold, quarantine order, or other legal restriction; or

e. Animals whose acceptance would exceed the operational capacity of the shelter.

Section 3.08. Owner Surrenders

Owner-surrendered animals accepted directly by VVHS are independent shelter transactions and are not provided pursuant to this Agreement.

Acceptance of owner surrenders shall be solely at the discretion of VVHS and subject to its policies, available capacity, staffing, medical and behavioral considerations, and applicable surrender fees.

Animals surrendered directly to VVHS by members of the public shall not count toward the Town's monthly animal allotment, and the Town shall have no financial responsibility for such animals.

Section 3.09. Acceptance Does Not Transfer Ownership

Acceptance of an animal by VVHS under this Article shall not, by itself, transfer legal ownership of the animal to VVHS.

Ownership shall remain with the lawful owner or otherwise be determined in accordance with applicable Arizona law until ownership is voluntarily relinquished, transferred by operation of law, or otherwise lawfully vested in VVHS.

Section 3.10. Good Faith Coordination

The Parties agree to coordinate intake activities in good faith and to communicate promptly regarding unusual circumstances, capacity issues, emergency incidents, disease outbreaks, or

any other matter that may materially affect the acceptance or care of animals under this Agreement.

ARTICLE IV

DIRECT OWNER SURRENDERS AND OWNER-REQUESTED EUTHANASIA

Section 4.01. Direct Owner Surrenders

Nothing in this Agreement shall prohibit Verde Valley Humane Society ("VVHS") from accepting owner-surrendered animals directly from members of the public.

Direct owner surrenders are independent transactions between VVHS and the animal owner and are not services provided by VVHS on behalf of the Town under this Agreement.

Section 4.02. Sole Discretion of VVHS

Acceptance of owner-surrendered animals shall be solely within the discretion of VVHS.

In determining whether to accept an owner surrender, VVHS may consider any factor it deems appropriate, including but not limited to:

a. Available kennel capacity;

b. Staffing levels;

c. Veterinary resources;

d. Medical condition of the animal;

e. Behavioral concerns;

f. Public and shelter safety;

g. Disease-control considerations;

h. Financial resources; and

i. Any other operational consideration affecting the safe and humane operation of the shelter.

Nothing contained in this Agreement shall require VVHS to accept an owner-surrendered animal.

Section 4.03. Surrender Requirements

Prior to accepting an owner-surrendered animal, VVHS may require the owner to:

a. Complete and execute a surrender agreement transferring ownership of the animal to VVHS;

b. Certify that the owner has legal authority to surrender the animal;

c. Provide available medical, vaccination, licensing, behavioral, and ownership history;

d. Disclose any known bite history, dangerous propensities, contagious illnesses, or ongoing medical conditions; and

e. Pay any applicable surrender fees established by VVHS.

VVHS may refuse to accept an animal if the owner refuses or is unable to satisfy these requirements.

Section 4.04. Owner Surrender Fees

VVHS may establish and collect reasonable surrender fees for owner-surrendered animals.

All fees collected pursuant to this Article shall belong exclusively to VVHS and shall not affect the compensation paid by the Town under this Agreement.

Section 4.05. Animals Not Counted Under Monthly Allotment

Animals accepted directly from members of the public pursuant to this Article shall not:

a. Count toward the Town's monthly animal allotment;

b. Be considered contract animals under this Agreement; or

c. Create any financial obligation on the part of the Town.

Section 4.06. Owner-Requested Euthanasia

VVHS may, in its sole discretion, accept animals from owners requesting humane euthanasia.

Prior to providing such services, VVHS may require the owner to:

a. Execute all documents necessary to transfer legal ownership or authorize euthanasia;

b. Certify that the owner possesses legal authority to authorize euthanasia;

c. Provide relevant medical and behavioral history;

d. Pay all applicable surrender, veterinary, euthanasia, cremation, disposal, or other service fees established by VVHS.

Nothing contained herein shall require VVHS to perform euthanasia solely at the request of an owner.

Section 4.07. Veterinary Determination

VVHS reserves the right to require an examination by a licensed veterinarian before determining whether euthanasia is medically appropriate.

VVHS may decline to perform owner-requested euthanasia when, in the professional judgment of its veterinarian or authorized personnel, euthanasia is not medically or ethically appropriate.

Section 4.08. Referrals by the Town

The Camp Verde Marshal's Office may refer members of the public to VVHS regarding owner surrenders or owner-requested euthanasia.

Such referrals shall not obligate VVHS to accept any animal or provide any requested service.

Acceptance shall remain solely within the discretion of VVHS under this Article.

Section 4.09. No Agency Relationship

In accepting owner-surrendered animals or providing owner-requested euthanasia services, VVHS acts solely on its own behalf and not as an agent, employee, contractor, or representative of the Town.

The Town shall have no responsibility for fees, claims, liabilities, or disputes arising from services provided under this Article.

Section 4.10. Compliance with Law

VVHS shall perform all owner surrender and owner-requested euthanasia services in accordance with applicable federal, state, and local laws, accepted veterinary practices, and its internal shelter policies and procedures.

ARTICLE V

COMPENSATION, FEES, AND PAYMENT

Section 5.01. Compensation

As full consideration for the services provided under this Agreement, the Town shall pay Verde Valley Humane Society ("VVHS") a monthly service fee of **Two Thousand Dollars ($2,000.00)**.

The monthly service fee compensates VVHS for maintaining the availability of shelter services, staffing, facilities, administrative support, and the acceptance of up to six (6) eligible Town impounded animals during each calendar month.

Section 5.02. Monthly Animal Allotment

The monthly compensation includes the sheltering of up to six (6) eligible animals delivered by the Camp Verde Marshal's Office during each calendar month.

Only animals accepted pursuant to this Agreement shall count toward the monthly allotment.

Unused animal allotments shall not accumulate or carry forward to future months and shall not result in any credit or refund to the Town.

Section 5.03. Additional Animals

Should the Town request placement of more than six (6) eligible animals during any calendar month, VVHS may, in its sole discretion, accept additional animals based upon available capacity and operational considerations.

For each additional animal accepted, the Town shall pay **Two Hundred Fifty Dollars ($250.00)** in addition to the monthly service fee.

Nothing contained herein obligates VVHS to accept animals beyond the monthly allotment.

Section 5.04. Evidence Animals

Animals held as evidence, pursuant to a court order, search warrant, criminal investigation, seizure, or other legal process are not included within the monthly compensation or monthly animal allotment.

The Town shall reimburse VVHS for all reasonable costs associated with the housing and care of evidence animals, including but not limited to:

a. Boarding and daily care;

b. Veterinary examinations;

c. Emergency and routine veterinary treatment;

d. Prescription medications;

e. Vaccinations;

f. Laboratory testing;

g. Special diets;

h. Grooming required for health or safety;

i. Behavioral evaluations or specialized handling; and

j. Any extraordinary expense reasonably incurred as a result of maintaining custody of the animal.

Evidence animal costs shall continue until the Town authorizes release of the animal or legal custody otherwise terminates.

Section 5.05. Extraordinary Veterinary Expenses

The Town shall reimburse VVHS for reasonable veterinary expenses incurred for animals accepted under this Agreement when such expenses result from:

a. Pre-existing illness or injury existing prior to delivery;

b. Injuries sustained prior to impound;

c. Court-ordered veterinary examinations;

d. Diagnostic testing requested by the Town; or

e. Other extraordinary medical treatment approved by the Town or reasonably necessary to protect the life or welfare of the animal in an emergency.

VVHS shall make reasonable efforts to notify the Town before incurring non-emergency extraordinary veterinary expenses. Failure to obtain prior approval shall not preclude reimbursement when immediate treatment was reasonably necessary to prevent unnecessary suffering or preserve the life of the animal.

Section 5.06. Billing

VVHS shall submit an invoice to the Town on a monthly basis for:

a. Monthly service fees;

b. Additional animal fees;

c. Evidence animal expenses;

d. Extraordinary veterinary expenses;

e. Any other reimbursable charges authorized under this Agreement.

Invoices shall include sufficient documentation to reasonably identify the services performed and charges incurred.

Section 5.07. Payment

The Town shall remit payment within **thirty (30) calendar days** following receipt of a properly submitted invoice.

Payments shall be made to:

Verde Valley Humane Society

or to such other address as VVHS may designate in writing.

Section 5.08. Disputed Charges

If the Town disputes any portion of an invoice, the Town shall notify VVHS in writing within fifteen (15) calendar days of receipt of the invoice, specifying the basis for the dispute.

The Town shall timely pay all undisputed amounts while the Parties work in good faith to resolve the disputed portion.

Section 5.09. Late Payments

Any amount not paid when due shall accrue interest at the rate permitted by Arizona law from the date payment became due until paid in full.

The assessment of interest shall not constitute a waiver of any other remedy available to VVHS under this Agreement or applicable law.

Section 5.10. Annual Fee Review

The Parties acknowledge that the cost of providing animal shelter services may increase due to inflation, veterinary costs, employee wages, insurance, utilities, food, pharmaceuticals, and other operational expenses.

Accordingly, the Parties agree to review the compensation established under this Agreement at least annually. Any modification to the monthly service fee or additional animal fees shall require approval by both Parties through a written amendment executed in accordance with this Agreement.

Section 5.11. No Guarantee of Minimum Usage

The Town does not guarantee that it will utilize all six (6) monthly animal placements included within the monthly service fee.

Likewise, VVHS does not guarantee that it will have sufficient capacity to accept animals beyond the monthly allotment.

Section 5.12. Independent Revenue

Nothing contained in this Agreement shall prohibit VVHS from collecting fees for owner surrenders, adoptions, licensing assistance, donations, grants, fundraising activities, veterinary services, or any other lawful source of revenue independent of this Agreement.

Such revenues shall remain the sole property of VVHS and shall not offset or reduce the compensation owed by the Town under this Agreement.

ARTICLE VI

EVIDENCE ANIMALS, LEGAL HOLDS, AND COURT-ORDERED CUSTODY

Section 6.01. Purpose

This Article establishes the respective responsibilities of the Town of Camp Verde ("Town") and Verde Valley Humane Society ("VVHS") regarding animals held as evidence in criminal investigations, civil forfeiture proceedings, dangerous animal proceedings, search warrants, court orders, or any other legal action requiring the continued custody of an animal.

Section 6.02. Identification of Evidence Animals

The Camp Verde Marshal's Office shall notify VVHS, in writing whenever practicable, at the time of intake if an animal is being held as:

a. Evidence in a criminal investigation;

b. Pursuant to a search warrant;

c. Subject to a court order;

d. Pending forfeiture proceedings;

e. Held pursuant to a dangerous animal investigation;

f. Subject to a seizure authorized by law; or

g. Subject to any other legal restriction affecting the disposition of the animal.

The Town shall promptly notify VVHS of any change in the legal status of the animal.

Section 6.03. Custody

VVHS shall serve solely as the temporary custodian of evidence animals.

Legal custody, ownership determinations, prosecutorial decisions, and all matters relating to the disposition of evidence animals shall remain the sole responsibility of the Town and the appropriate court.

Nothing in this Agreement shall be construed as transferring legal ownership or legal responsibility for evidence animals to VVHS.

Section 6.04. Care of Evidence Animals

VVHS shall provide humane care for evidence animals consistent with generally accepted animal shelter standards, including:

a. Food and water;

b. Daily husbandry;

c. Sanitation;

d. Exercise, as appropriate;

e. Routine monitoring of health and welfare; and

f. Veterinary care as necessary for the humane treatment of the animal.

VVHS shall not be required to provide specialized training, rehabilitation, breeding services, or extraordinary care beyond that reasonably necessary to maintain the health and welfare of the animal unless otherwise agreed in writing.

Section 6.05. Veterinary Treatment

VVHS may obtain veterinary treatment reasonably necessary to prevent unnecessary pain, suffering, deterioration of health, or death of an evidence animal.

When reasonably practicable, VVHS shall notify the Town before authorizing non-emergency veterinary treatment.

Nothing herein shall prevent VVHS from authorizing emergency treatment when immediate medical intervention is necessary to protect the life or welfare of the animal.

Section 6.06. Financial Responsibility

Evidence animals are not included within the monthly service fee or monthly animal allotment established under this Agreement.

The Town shall reimburse VVHS for all reasonable costs associated with evidence animals as provided in Article V, including boarding, veterinary services, medications, diagnostics, special diets, behavioral management, and any extraordinary expenses reasonably incurred during the period of custody.

Section 6.07. Release of Legal Hold

VVHS shall not release, transfer, adopt, euthanize, or otherwise dispose of an evidence animal without written authorization from the Town or a court of competent jurisdiction, except when immediate euthanasia is required for humane reasons as determined by a licensed veterinarian.

If emergency euthanasia is performed, VVHS shall notify the Town as soon as reasonably practicable and shall maintain records supporting the medical necessity for the action.

Section 6.08. Disposition

Upon written authorization from the Town, VVHS may:

a. Return the animal to its lawful owner;

b. Transfer the animal to another governmental agency;

c. Place the animal for adoption;

d. Transfer the animal to a licensed rescue organization;

e. Humanely euthanize the animal when authorized by law or medically necessary; or

f. Otherwise dispose of the animal in accordance with applicable law.

Section 6.09. Records

VVHS shall maintain records relating to evidence animals, including intake information, veterinary care, expenses incurred, and final disposition.

The Town shall maintain all investigative reports, evidentiary records, court documents, and other law enforcement records associated with the underlying investigation.

Section 6.10. Indemnification for Evidence Animals

To the extent permitted by Arizona law, the Town shall defend, indemnify, and hold harmless VVHS, its officers, directors, employees, and volunteers from claims arising out of the Town's seizure, investigation, ownership determination, or legal custody of evidence animals, except to the extent such claims result from the negligent or wrongful acts or omissions of VVHS.

Section 6.11. Cooperation

The Parties agree to cooperate in good faith regarding inspections, veterinary examinations, court appearances, evidence preservation, and any other actions reasonably necessary to facilitate criminal investigations or judicial proceedings involving evidence animals.

ARTICLE VII

QUARANTINE, MEDICAL CARE, AND INJURED ANIMALS

Section 7.01. Purpose

The purpose of this Article is to establish the responsibilities of the Town of Camp Verde ("Town") and the Verde Valley Humane Society ("VVHS") regarding animals requiring quarantine, emergency veterinary treatment, or medical care prior to or during shelter placement.

Section 7.02. Rabies Quarantine

The Town shall be solely responsible for determining when an animal is required to be quarantined pursuant to Arizona law.

Unless otherwise agreed in writing, VVHS shall not be responsible for conducting or supervising rabies quarantines on behalf of the Town.

Animals subject to quarantine shall remain the responsibility of the Town until the quarantine period has been lawfully completed.

Following completion of the quarantine period, the Town may transfer the animal to VVHS for sheltering if otherwise eligible under this Agreement and if accepted by VVHS.

Section 7.03. Notification of Medical or Behavioral Conditions

At the time an animal is delivered to VVHS, the Town shall disclose all known information concerning the animal's condition, including, when known:

a. Illness or injury;

b. Prescription medications;

c. Bite history;

d. Aggressive or dangerous behavior;

e. Exposure to contagious diseases;

f. Pregnancy or nursing status;

g. Existing veterinary treatment; and

h. Any other information reasonably necessary to protect the health and safety of shelter personnel, volunteers, other animals, or the public.

If additional information becomes known after intake, the Town shall promptly notify VVHS.

Section 7.04. Injured or Sick Animals

Whenever reasonably practicable, the Town shall make reasonable efforts to have seriously injured or critically ill animals evaluated and stabilized by a licensed veterinarian prior to transport to VVHS.

Nothing contained herein shall prohibit VVHS from accepting an injured or ill animal when, in its judgment, appropriate facilities, staffing, and veterinary resources are available.

Acceptance of any seriously injured or critically ill animal shall remain at the sole discretion of VVHS.

Section 7.05. Emergency Veterinary Treatment

If an animal accepted under this Agreement requires emergency veterinary treatment to prevent unnecessary pain, suffering, or death, VVHS is authorized to obtain such treatment without prior approval when immediate action is reasonably necessary.

VVHS shall notify the Town as soon as reasonably practicable following the emergency.

The Town shall reimburse VVHS for emergency veterinary expenses as provided in Article V when the condition existed prior to intake or otherwise qualifies for reimbursement under this Agreement.

Section 7.06. Non-Emergency Veterinary Treatment

VVHS shall make reasonable efforts to obtain Town approval before incurring extraordinary non-emergency veterinary expenses for animals that remain the financial responsibility of the Town.

Routine shelter medical care, including vaccinations, parasite treatment, routine examinations, and preventive care provided after ownership has lawfully transferred to VVHS, shall be the responsibility of VVHS.

Section 7.07. Humane Euthanasia

Nothing in this Agreement shall prevent VVHS from authorizing humane euthanasia when, in the professional judgment of a licensed veterinarian, an animal is suffering from catastrophic injury, terminal illness, or another condition making humane euthanasia medically necessary.

If the animal remains the legal responsibility of the Town, VVHS shall notify the Town as soon as reasonably practicable unless immediate action is required to prevent unnecessary suffering.

When feasible, veterinary documentation supporting the medical necessity for euthanasia shall be maintained.

Section 7.08. Disease Control

VVHS shall maintain reasonable disease prevention and infection-control practices consistent with generally accepted animal shelter standards.

VVHS may isolate animals exhibiting signs of contagious disease or refuse intake when necessary to protect the health of shelter animals, staff, volunteers, or the public.

Section 7.09. No Veterinary Practice Created

Nothing contained in this Agreement shall be construed as requiring VVHS to maintain a veterinary hospital, provide specialty veterinary services, or employ licensed veterinarians beyond those reasonably necessary to operate its shelter.

Section 7.10. Good Faith Cooperation

The Parties agree to cooperate regarding veterinary care, disease outbreaks, quarantine matters, emergency medical situations, and other issues affecting the health and welfare of animals accepted under this Agreement. Both Parties shall make reasonable efforts to communicate promptly regarding circumstances requiring immediate attention or additional expenditures.

ARTICLE VIII

RECORDS, REPORTING, INSPECTION, AND CONFIDENTIALITY

Section 8.01. Purpose

The purpose of this Article is to establish the recordkeeping, reporting, inspection, and confidentiality requirements applicable to the administration of this Agreement.

Section 8.02. Records Maintained by VVHS

VVHS shall maintain reasonable business records relating to animals accepted pursuant to this Agreement, including, as applicable:

a. Intake date;

b. Intake source;

c. Animal description and identifying information;

d. Microchip and license information, if available;

e. Veterinary treatment provided while the animal remains under the responsibility of the Town;

f. Disposition of the animal;

g. Fees charged under this Agreement; and

h. Any other records reasonably necessary to document services performed.

VVHS shall maintain such records in accordance with its normal business practices and applicable law.

Section 8.03. Records Maintained by the Town

The Town shall maintain all law enforcement records relating to:

a. Animal control investigations;

b. Bite investigations;

c. Criminal investigations;

d. Search warrants;

e. Evidence animals;

f. Quarantine orders;

g. Dangerous animal proceedings;

h. Citations, notices, and enforcement actions; and

i. Licensing and registration records.

Nothing in this Agreement shall require VVHS to maintain law enforcement records on behalf of the Town.

Section 8.04. Monthly Reporting

Upon request by the Town, VVHS shall provide a monthly report identifying animals accepted under this Agreement. The report may include:

a. Number of animals received;

b. Species;

c. Intake dates;

d. General disposition;

e. Animals remaining in shelter care; and

f. Additional animals accepted beyond the monthly allotment.

The Parties may mutually agree upon the format of the report.

Section 8.05. Access to Records

Upon reasonable notice during normal business hours, the Town may inspect records maintained by VVHS that directly relate to services performed under this Agreement for purposes of contract administration, invoice verification, or auditing.

Nothing in this Section authorizes access to:

a. Confidential donor information;

b. Personnel records;

c. Attorney-client privileged communications;

d. Proprietary business information unrelated to this Agreement; or

e. Records concerning animals not accepted under this Agreement.

Section 8.06. Public Records

The Parties acknowledge that the Town is subject to the Arizona Public Records Law, Arizona Revised Statutes §§ 39-121 et seq.

VVHS acknowledges that records created solely on behalf of the Town in the performance of this Agreement may be subject to disclosure as required by law.

Nothing in this Agreement shall require VVHS to disclose records that are confidential, privileged, or otherwise exempt from disclosure under applicable law.

Section 8.07. Confidential Information

Each Party agrees to protect confidential information obtained in the administration of this Agreement to the extent required by law.

Neither Party shall disclose confidential veterinary records, personally identifying information, investigative information, or other protected information except as authorized by law or court order.

Section 8.08. Record Retention

Each Party shall retain records relating to this Agreement in accordance with the applicable records retention requirements of Arizona law and any approved records retention schedules governing the respective Party.

Records shall not be destroyed while they are the subject of pending litigation, an active public records request, an audit, or a governmental investigation.

Section 8.09. Audit

Upon reasonable written notice, the Town may audit invoices and financial documentation submitted by VVHS solely to verify charges billed under this Agreement.

Any audit shall be conducted during normal business hours in a manner that minimizes disruption to shelter operations.

The Town shall bear its own audit costs unless an audit reveals an overpayment resulting from fraud or intentional misrepresentation.

Section 8.10. Cooperation

The Parties agree to cooperate in responding to lawful requests for information, governmental audits, court proceedings, and public records requests relating to services provided under this Agreement.

Each Party shall promptly notify the other of any subpoena, litigation, or governmental inquiry that may materially affect the administration of this Agreement or require the production of records maintained by the other Party.

ARTICLE IX

INSURANCE, LIABILITY, INDEMNIFICATION, AND INDEPENDENT CONTRACTOR STATUS

Section 9.01. Independent Contractor

VVHS is and shall remain an independent contractor in the performance of this Agreement.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship, employer-employee relationship, or other legal relationship between the Town of Camp Verde ("Town") and Verde Valley Humane Society ("VVHS"), except as expressly provided herein.

Neither Party shall have authority to bind or obligate the other Party unless expressly authorized in writing.

Section 9.02. Control of Operations

VVHS shall retain sole responsibility for the management, supervision, and control of its officers, directors, employees, volunteers, contractors, facilities, equipment, policies, and day-to-day shelter operations.

The Town shall retain sole responsibility for animal control enforcement, investigations, quarantines, licensing, criminal investigations, code enforcement, and all other governmental functions not expressly delegated under this Agreement.

Section 9.03. Insurance

During the term of this Agreement, each Party shall maintain insurance or self-insurance, as applicable, in amounts reasonably sufficient to protect against liabilities arising from its operations.

At a minimum, VVHS shall maintain:

a. Commercial General Liability Insurance;

b. Workers' Compensation Insurance as required by Arizona law;

c. Employer's Liability Insurance, if applicable;

d. Automobile Liability Insurance for owned or operated vehicles used in connection with shelter operations; and

e. Such additional insurance as may be reasonably necessary for the operation of its shelter.

The Town may satisfy its insurance obligations through a qualified governmental self-insurance program or risk pool.

Upon reasonable request, each Party shall provide evidence of insurance coverage to the other.

Section 9.04. Responsibility for Acts and Omissions

Each Party shall be solely responsible for the acts, omissions, negligence, or misconduct of its own elected officials, officers, directors, employees, agents, volunteers, contractors, and representatives.

Nothing contained herein shall be construed as creating responsibility for the acts or omissions of the other Party.

Section 9.05. Indemnification by the Town

To the fullest extent permitted by Arizona law, the Town shall defend, indemnify, and hold harmless VVHS, its officers, directors, employees, volunteers, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorney's fees, arising out of or relating to:

a. The Town's animal control enforcement activities;

b. Investigations conducted by the Town;

c. Seizure or impoundment of animals;

d. Criminal investigations;

e. Evidence animals;

f. Dangerous animal proceedings;

g. Licensing enforcement;

h. Quarantine orders; or

i. Any negligent or wrongful act or omission of the Town, its officers, employees, or agents.

This indemnification shall not apply to the extent that a claim results from the negligent or wrongful acts or omissions of VVHS.

Section 9.06. Indemnification by VVHS

To the fullest extent permitted by Arizona law, VVHS shall defend, indemnify, and hold harmless the Town, its elected officials, officers, employees, and agents from and against claims, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney's fees, arising out of the negligent or wrongful acts or omissions of VVHS, its officers, directors, employees, volunteers, contractors, or agents in the performance of this Agreement.

This indemnification shall not apply to claims resulting from the negligent or wrongful acts or omissions of the Town.

Section 9.07. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages arising out of this Agreement, except where such damages are expressly authorized by law or awarded by a court of competent jurisdiction.

Nothing in this Section shall limit either Party's responsibility for bodily injury, property damage, or other damages resulting from its own negligence or willful misconduct.

Section 9.08. No Waiver of Immunities

Nothing contained in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to either Party under the Constitution or laws of the United States or the State of Arizona.

The Town specifically reserves all rights, immunities, and protections afforded to Arizona public entities under **Title 12, Chapter 7, Article 2 of the Arizona Revised Statutes**, including any applicable notice of claim requirements and statutory limitations on liability.

Section 9.09. Survival

The provisions of this Article shall survive the expiration or termination of this Agreement with respect to any claim, cause of action, or liability arising from acts or omissions occurring during the term of this Agreement.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Notices

Any notice, demand, request, approval, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified United States Mail (return receipt requested), nationally recognized overnight courier, or transmitted by electronic mail with confirmation of receipt to the addresses below, or to such other address as either Party may designate in writing.

Town of Camp Verde
Attn: Town Manager
473 S. Main Street
Camp Verde, Arizona 86322

With a copy to:

Camp Verde Marshal's Office
646 S. First Street
Camp Verde, Arizona 86322

Verde Valley Humane Society
Attn: Executive Director
1520 W. Mingus Avenue
Cottonwood, Arizona 86326

Section 10.02. Default

A Party shall be considered in default if it materially fails to perform any obligation required by this Agreement.

The non-defaulting Party shall provide written notice describing the nature of the default.

The defaulting Party shall have thirty (30) calendar days after receipt of the notice to cure the default or commence corrective action reasonably acceptable to the non-defaulting Party.

Failure to cure the default within the prescribed period shall constitute grounds for termination.

Section 10.03. Termination for Convenience

Either Party may terminate this Agreement without cause by providing ninety (90) calendar days written notice to the other Party.

Termination shall not relieve either Party of obligations that accrued before the effective date of termination.

Section 10.04. Immediate Termination

Either Party may terminate this Agreement immediately upon written notice if:

a. Continued performance would violate federal or state law;

b. The other Party ceases operations;

c. A court orders dissolution or receivership of the other Party;

d. A material breach creates an immediate threat to public safety, public health, or animal welfare; or

e. Required licenses or legal authority necessary to perform this Agreement are revoked.

Section 10.05. Force Majeure

Neither Party shall be liable for delays or failures to perform caused by events beyond its reasonable control, including but not limited to acts of God, wildfire, flood, severe weather, pandemic, epidemic, war, terrorism, civil disorder, labor disputes, governmental action, or utility interruption.

The affected Party shall notify the other Party as soon as reasonably practicable and shall resume performance when conditions permit.

Section 10.06. Assignment

Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

Nothing in this Section prohibits VVHS from utilizing licensed veterinarians, rescue organizations, laboratories, cremation providers, contractors, or other professionals in the ordinary course of operating the shelter.

Section 10.07. Compliance with Laws

Each Party shall comply with all applicable federal, state, and local laws, regulations, ordinances, and administrative rules applicable to its performance under this Agreement.

Section 10.08. Amendments

This Agreement may only be modified by a written amendment approved and executed by authorized representatives of both Parties.

No oral modification shall be valid.

Section 10.09. Entire Agreement

This Agreement, together with any exhibits incorporated herein, constitutes the complete agreement between the Parties concerning the subject matter addressed herein and supersedes all prior negotiations, discussions, understandings, or agreements, whether oral or written.

Section 10.10. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 10.11. Waiver

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any future enforcement thereof.

No waiver shall be effective unless made in writing.

Section 10.12. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Arizona.

Any action arising from this Agreement shall be brought exclusively in the Superior Court of Arizona in Yavapai County.

Section 10.13. Attorney's Fees

In any legal action arising from this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, court costs, expert witness fees, and litigation expenses as permitted by Arizona law.

Section 10.14. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Electronic signatures shall be deemed original signatures for all purposes.

Section 10.15. Survival

Those provisions relating to payment obligations, indemnification, record retention, confidentiality, attorney's fees, and any obligation which by its nature survives termination shall survive expiration or termination of this Agreement.

ARTICLE XI

DISPUTE RESOLUTION

Section 11.01. Good Faith Negotiations

The Parties recognize that this Agreement establishes an ongoing cooperative relationship intended to promote public safety and the humane treatment of animals.

Prior to initiating litigation, the Parties agree to make reasonable efforts to resolve disputes through good faith negotiations.

Section 11.02. Administrative Review

If a dispute cannot be resolved through routine communications, the matter shall be referred to the Town Manager and the Executive Director of VVHS.

If necessary, either Party may request review by the Town Council or the VVHS Board of Directors before litigation is commenced.

Section 11.03. Continued Performance

Unless immediate termination is authorized under this Agreement, both Parties shall continue performing their respective obligations during the resolution of any dispute.

The Town shall continue paying all undisputed invoices.

Section 11.04. Remedies

If the Parties are unable to resolve the dispute through negotiation, either Party may pursue any remedy available under this Agreement or Arizona law.

The remedies provided by this Agreement are cumulative and not exclusive.

Section 11.05. Emergency Relief

Nothing contained herein prevents either Party from seeking temporary restraining orders, preliminary injunctions, declaratory relief, or other emergency judicial remedies necessary to:

a. Protect public safety;

b. Protect animal welfare;

c. Prevent irreparable harm;

d. Preserve evidence; or

e. Protect legal rights.

Section 11.06. No Mandatory Arbitration

The Parties expressly agree that disputes arising under this Agreement shall **not** be subject to mandatory arbitration or mediation unless both Parties voluntarily agree in writing after the dispute has arisen.

Section 11.07. Good Faith Administration

The Parties agree to administer this Agreement fairly, reasonably, and in good faith, and to communicate promptly regarding operational concerns, billing questions, capacity issues, veterinary matters, and any issue affecting performance under this Agreement.

Section 11.08. Survival

The provisions of this Article shall survive termination of this Agreement until all legal rights and obligations arising under this Agreement have been satisfied.

EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their duly authorized representatives as of the dates indicated below.

TOWN OF CAMP VERDE

By: _____

Name: _____

Title: Town Manager

Date: _____

ATTEST:

_____

Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Town Attorney

Date: _____

_____

VERDE VALLEY HUMANE SOCIETY

By: _____

Name: Nick Burnett

Title: President, Board of Directors

Date: 10/15/2026

By: Charlotte Peterson

Name: Charlotte Peterson

Title: Executive Director

Date: 10/15/26

ACKNOWLEDGMENT

The undersigned certify that they are duly authorized to execute this Agreement on behalf of their respective organizations and agree to be bound by all terms and conditions contained herein.

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Town Council
Agenda Information Memorandum

Meeting Date: November 4, 2026

Agenda Item Type:

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Discussion and possible appointment of Town Council Members to Council-Committee Assignments.

Attached Documents:

- 2025-2026 Council-Committee Assignments

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 5 Minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Mayor and Council assign a representative and alternate liaison to attend various boards, committees and organizations throughout the State of Arizona.

Question(s) before the Council:

- Does Council have any questions for staff?
- Who does the Council want to appoint to serve as a representative or liaison for the boards, committees and organizations listed in the “Committee Assignment” document?

2025-2026 COUNCIL-COMMITTEE ASSIGNMENTS

Council Meeting, December 3, 2025

COMMITTEES	2024-2026	MEETING TIME	MEETING PLACE	CONTACT PERSON
COPPER CANYON FIRE & MEDICAL DISTRICT	FOREMAN ESCOFFIER	3RD WEDNESDAY AT 4:30 P.M. ALSO ZOOM	Camp Verde Library https://cc-fma.org	Kerrie Tarver 567-9401 EXT 8006
YAVAPAI COLLEGE GOVERNING BOARD	MOORE ESCOFFIER	3rd TUESDAY OF EACH MONTH AT 1:00 P.M.	1100 E. Sheldon Street, Prescott, AZ	Yvonne Sandoval, yvonne.sandoval@yc.edu-EXECUTIVE ASST 928-776-2307
LIAISON TO YAVAPAI-APACHE NATION	FOREMAN SEYBOLD	THURSDAY AT 9:00 A.M.	2400 W DATSI STREET	KARLA REIMER 567-1003
INTERGOVERNMENTAL ASSOCIATIONS	ALL COUNCIL	QUARTELY	COMMUNITY ROTATION	ROTATES WITH COMMUNITIES
NACOG-REGIONAL COUNCIL	ESCOFFIER MURDOCK	QUARTERLY-4TH THURSDAY (Feb,Apr,Jun,Aug,Oct) AT 10 AM-12 PM (EXEC 8:30AM-9:30AM) LUNCH 12:00 PM-1:00 PM	NORTHERN AZ CENTER FOR ENTREPRENEURSHIP & TECHNOLOGY - FLAGSTAFF AZ	CINDY BINKLEY 928-213-5228
VVREO (VERDE VALLEY REGIONAL ECONOMIC ORGANIZATION)	MURDOCK	FRIDAY. QUARTERLY AT 10:00a.m.	YC BOARD ROOM -6TH STREET- COTTONWOOD	928-634-8100
LEAGUE RESOLUTIONS COMMITTEE	MOORE	ANNUALLY	LEAGUE OF CITIES AND TOWNS CONFERENCE	MAYOR MILA BESICH
VERDE VALLEY TRANSPORTATION ORG	ESCOFFIER MOORE	EVERY OTHER MONTH	COTTONWOOD/ZOOM MEETING 10:00 A.M.	DANI TOMERLIN 928-771-3393
VERDE VALLEY TRANSIT COMMITTEE - STAC	ESOFFIER MOORE	EVERY OTHER MONTH	ZOOM MEETING, THURSDAY, 11:00 A.M.	928-554-0825 Staff Rep: Lisa Vaughan
VERDE NATURAL RESOURCE CONSERVATION DISTRICT	SEYBOLD ESCOFFIER	MONTHLY	CAMP VERDE LIBRARY 9:00 A.M.	CLAUDIA HAUSER nrcdverde@gmail.com
VERDE FRONT	ESCOFFIER SEYBOLD	QUARTERLY	COTTONWOOD REC CENTER	Tahnee Robertson tahnee@swdresources.com . 520-444-6105
VERDE VALLEY STEERING COMMITTEE OF MATFORCE	ESCOFFIER BOLTON	2ND WEDNESDAY OF EVERY OTHER MONTH 12-1:30 PM	PUBLIC SAFETY BUILDING IN COTTONWOOD	MERILEE FOWLER 928-300-7129 mfowler@matforceaz.org
PUBLIC SAFETY PERSONNEL RETIREMENT BOARD CHAIRMAN	MAYOR OR CHIEF ELECTED OFFICIAL OR A DESIGNEE SHALL SERVE AS CHAIR. MAYOR MOORE	AS NEEDED	MARSHAL'S OFFICE or TOWN COUNCIL CHAMBERS	LEAH RHODES, SECRETARY
VERDE VALLEY LEADERS MAYOR AND MANAGER	MOORE	EVERY OTHER MONDAY 11:00 A.M.	ZOOM	MAYOR ROBYN PRUD'HOMME-BAUER 928-639-2432
COUNTY DISTRICT 2 & 3	MOORE	QUARTERLY	TBD	DANI TOMERLIN 928-771-3393 or REBECCA WHITE 928-639-8110
CAMP VERDE SCHOOL BOARD	GODWIN MOORE	SECOND TUESDAY OF EACH MONTH @ 6:00PM - ALSO ZOOM	MULTI USE LIBRARY	MARY HUDSON 928-567-8005
SUSTAINING FLOWS MEETING	ESCOFFIER MOORE	QUARTERLY	TBD-USUALLY ZOOM	ANNA MURVEIT 650-465-1632
EARTH DAY	FOREMAN GODWIN			KEN KREBBS APPT STAFF
APPOINTMENT COMMITTEE FOR NEW COMMISSION MEMBERS	Three (3) Council Members at the Town Manager's descretion.	AS-NEEDED WHEN COMMISSION MEMBER TERMS EXPIRE	COUNCIL CHAMBERS	TOWN MANAGER, COUNCIL MEMBERS, & DEPT REPRESENTATIVE
GREATER ARIZONA MAYORS ASSOCIATION (GAMA)	MOORE	QUARTERLY	VIRTUAL	Charity Brooks 928-639-2400
FRIENDS OF THE VERDE RIVER	ESCOFFIER	MONTHLY	Camp Verde Library	Tony Gioia 928-274-0230

VERDE VALLEY HOUSING ADVISORY COMMITTEE/COMMUNITY DEVELOPMENT	ESCOFFIER FOREMAN	FOUR TIMES A YEAR	TBD-Cottonwood	Mary Chicoine 928-567-4176
DARK SKY VERDE VALLEY CHAPTER	GODWIN	QUARTERLY AT 5:30 P.M.	Camp Verde Library	Dave Inman 480-398-0074
GENERAL PLAN TECHNICAL ADVISORY GROUP (TOWN MANAGER WORKING GROUP)	MOORE ESCOFFIER	EVERY OTHER TUESDAY AT 3:30 P.M.	BRIC	TOWN MANAGER
TOURISM WORKING AND ENGAGEMENT GROUP	MOORE ESCOFFIER	3rd TUESDAY OF EACH MONTH AT 3:00 P.M.	BRIC	TOWN MANAGER
RURAL WATER MANAGEMENT PLANNING GROUP (TOWN MANAGER WORKING GROUP)	SEYBOLD ESCOFFIER	EVERY OTHER THURSDAY @ 5:00 P.M.	BRIC	TOWN MANAGER
WATER OPEN SPACE COMMITTEE-YAVAPAI COUNTY	SEYBOLD ESCOFFIER	TBD	TBD	REBECCA WHITE 928-639-8110 District 3