

**LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
EDWARDS & AMATO, P.C.**

THIS LEGAL SERVICES AGREEMENT (this "Agreement") is made as of July 1, 2018, by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Edwards & Amato, P.C., an Arizona professional corporation ("Counsel").

RECITALS

A. The City is authorized pursuant to City Code Section 3-4-19 to contract for the services of outside legal counsel.

B. The City Manager and Police Chief have determined that it is in its best interests of the City to retain Counsel to provide legal services to the City of Buckeye Police Department as specifically set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. Term of Agreement. This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2019.

2. Services.

2.1 Scope of Work. Counsel shall provide the services ("Services") as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2.2 Referral of Work to Counsel. Referral of work to Counsel under this Agreement shall only be through the City of Buckeye Chief of Police, command personnel or shift supervisors. Counsel shall copy the City Attorney on all written opinions, letters, memoranda or other materials provided to the City of Buckeye Police Department under this Agreement. Counsel shall prepare and submit to the City Attorney a quarterly report summarizing the Services provided for that quarter. All decisions requiring the consent of the City shall be brought by Counsel to the attention of the City through the City Attorney.

3. Compensation. The City shall pay Counsel a flat fee of \$30,000.00 (\$7,500.00 quarterly) for the Services, and is not based upon an hourly rate. The fee for the Services shall not be increased or decreased for the term of this Agreement. In the event of termination or cancellation of this Agreement pursuant to Section 9 below, Counsel shall be paid for the undisputed portion of the Services performed under this Agreement, determined on a per day rate calculated by dividing the monthly contract price by the number of days in the month in which such termination or cancellation occurs.

4. Billing. Counsel shall submit an invoice quarterly in the pro-rated amount of the flat fee. All invoices shall be addressed to the City Attorney as follows:

City of Buckeye
ATTN: Accounts Payable Department
530 East Monroe Avenue
Buckeye, Arizona 85326
accountspayable@buckeyeaz.gov

If the City wishes to receive the invoices in a different manner, it shall notify Counsel in writing. Counsel agrees the City is solely responsible for the payment of Counsel's invoices.

5. Counsel Personnel. Counsel shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Counsel agrees to assign specific individuals to key positions. Counsel agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Counsel shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. Licenses; Materials. Counsel shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Counsel. The City has no obligation to provide Counsel, its employees or subcontractors any business registrations or license required to perform the specific service set forth in the Agreement. Except as specifically provided in the Scope of Work, attached hereto as Exhibit A, the City has no obligation to provide tools, equipment or material to Counsel.

7. Indemnification. To the fullest extent permitted by law, Counsel shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to,

reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Counsel, its officers, employees or agents in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Insurance.

8.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Counsel, Counsel shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Counsel. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Counsel from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Counsel's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Counsel. Counsel shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Counsel shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Counsel shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Counsel. Counsel shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Counsel shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Counsel's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Counsel's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded.

8.2 Required Insurance Coverage.

a. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Counsel engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Counsel shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Counsel, or anyone employed by the Counsel, or anyone for whose negligent acts, mistakes, errors and omissions the Counsel is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

b. Workers’ Compensation Insurance. Counsel shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Counsel’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

9. Applicable Law; Venue. In the performance of this Agreement, Counsel shall abide by and conform to any and all laws of the United States, State of Arizona and City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Termination; Cancellation.

10.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Counsel of written notice by the City.

10.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days written notice to Counsel in the event that the Services are permanently abandoned.

10.4 Conflict of Interest.

a. The City retains Counsel only for the purposes and to the extent set forth in this Agreement. Counsel shall be free to dispose of such portion of Counsel's entire time, energy, and skill as are not required to be devoted to the City in such a manner as Counsel sees fit and to such persons, firms or corporations as Counsel deems advisable, but shall not engage in any representation of any nature, including legislative or administrative lobbying, which could be adverse to the City at the same time Counsel is representing the City pursuant to this Agreement. If such representation presents an ethical conflict of interest, and if a waiver is permitted, a waiver of such conflict must first be obtained from the City prior to undertaking such representation. Counsel agrees to have established policies and procedures to avoid conflicts of interest and to protect the attorney-client privilege. Counsel will immediately bring all situations involving adverse representation, and all conflicts and potential conflicts to the attention of the Chief of Police. These would include situations that may be subject to the Rules of Professional Conduct as well as those situations where Counsel would otherwise be expected to identify the City as a party, a potential party, or as a non-party at fault. Counsel hereby represents and affirms that there is no known conflict of interest existing between a client or potential client of Counsel and the City as a result of this Agreement. Before Counsel may undertake to represent parties in matters that may arise after execution of this Agreement that may present issues adverse to the City, Counsel will present the facts and circumstances of the matter to the Chief of Police and request a waiver of an ethical conflict of interest from the City through the City Attorney. It is further understood that any conflict of interest which may arise as a result of Counsel 's representation of parties adverse to the City is not waivable unless expressly so stated in writing by the City Attorney after full disclosure of the nature and extent of the conflict.

b. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Counsel to any other party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Counsel, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were

offered or given by the Counsel or any agent or representative of the Counsel to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Counsel an amount equal to 150% of the gratuity.

10.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purpose of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep Counsel fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and Counsel shall be relieved of any subsequent obligation under this agreement.

11. Miscellaneous.

11.1 Independent Contractor. Counsel acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Counsel, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Counsel, its employees or subcontractors. The Counsel, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Counsel meets the requirements of its agreed scope of work as set forth in Section 2 above. Counsel is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Counsel do not intend to nor will they combine business operations under this Agreement.

11.2 Compliance with Laws and Regulations

a. Counsel shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Counsel is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

b. Counsel understands and acknowledges the applicability to Counsel of the Immigration Reform and Control Act of 1986 (IRCA). Counsel agrees to comply with the IRCA in performing under this Agreement and to permit City inspection of personnel records to verify such compliance.

c. Counsel in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Counsel will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Counsel further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.

d. Counsel further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by Counsel.

11.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Counsel.

11.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

11.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

11.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Counsel is advised that taxes or Social Security payments

will not be withheld from any City payments issued hereunder and Counsel agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

11.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

11.8 Assignment. No right or interest in this Agreement shall be assigned by Counsel without prior, written permission of the City signed by the City Manager and no delegation of any duty of Counsel shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Counsel in violation of this provision shall be a breach of this Agreement by Counsel.

11.9 Subcontracts. No subcontract shall be entered into by Counsel with any other party to furnish any of the material or services specified herein without the prior written approval of the City. Counsel is responsible for performance under this Agreement whether or not subcontractors are used.

11.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release Counsel from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

11.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

11.12 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to Counsel any amounts Counsel owes to the City for damages resulting from breach or deficiencies in performance of breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to Counsel any amounts Counsel owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

11.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:
City of Buckeye Police Dept.
21699 West Yuma Road, Suite 104
Buckeye, Arizona 85326
Facsimile: 623-349-6506
Attn: Chief of Police

With copy to:
Gust Rosenfeld, P.L.C.
One East Washington, Suite 1600
Phoenix, AZ 85004-2553
Facsimile: 602-340-1538
Attn: Sheila B. Schmidt, Esq.

If to Counsel:
Edwards & Amato, P.C.
2675 West SR 89A #240
Sedona, AZ 86336
Attn: Eric Edwards, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.14 Confidentiality of Records.

a. Counsel shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Counsel's duties under this Agreement. Persons requesting such information should be referred to the City. Counsel also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Counsel as needed for the performance of duties under this Agreement.

b. All material subject to the attorney-client and work product privileges will be kept confidential and will not be disclosed to any other party or person without the prior written consent of the City Attorney. No information, not appearing as a matter of public record, will be provided to the public media, including press conferences, fact sheets, or statements without the prior written consent of the City Attorney.

11.14 Media Relations. Counsel is not authorized by the City to comment publicly on City matters. All media inquiries shall be directed to the City Attorney.

11.15 Conflicting Terms. In the event of a conflict between the Scope of Work and this Agreement, the terms of this Agreement shall govern.

11.16 Records and Audit Rights. Counsel's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Counsel and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that Counsel and its subcontractors are complying with the warranty under subsection 11.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Counsel's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred,

or units expended directly in the performance of work under this Agreement and)(b) evaluation of Counsel's and its subcontractor's compliance with the Arizona employer sanction's laws referenced in subsection 11.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Counsel and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractor's facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Counsel pursuant to this Agreement. Counsel and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Counsel or its subcontractors reasonable advance notice of intended audits. Counsel shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

11.17 E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, Counsel and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). Counsel's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

11.18 Conflicting Terms.

In the event of any inconsistency, conflict or ambiguity among the Agreement and Scope of Work, the terms of this Agreement shall govern.

11.19 Non-Exclusive Contract. This agreement is entered into with the understanding and agreement that it is for the sole conveniences of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF BUCKEYE, an Arizona
municipal corporation

Roger Klingler, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Sheila B. Schmidt, City Attorney

“Counsel”

EDWARDS & AMATO, P.C.,
an Arizona professional corporation

By:_____
Eric Edwards

**EXHIBIT A
TO
LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
EDWARDS & AMATO, P.C.**

SCOPE OF WORK

- A. Counsel shall provide legal consultation and advice to the Police Chief, command personnel and shift supervisors on subjects relating to the administration and operation of the Police Department.
- B. Counsel shall make an attorney available for telephonic consultation 24 hours a day, 7 days a week for consultation on any issue related to the business of the Police Department.
- C. Counsel shall provide legal review of those Police Department operational policies and procedures with legal significance, such as use of force, search and seizure, interrogation, and others as agreed.
- D. Counsel shall provide the Police Department with a timely explanation of significant new court decisions from state or federal courts, which appear to impact police operations.
- E. Counsel shall provide legal training to the officers and employees of the Police Department, as follows:
 - 1. Multi-Police Department training sessions.
 - a. Twelve hours of training will be made available for each officer of the Police Department during the calendar year, through attendance at multi-Police Department training sessions.
 - b. Counsel will consult with the Police Chief concerning the development of the multi-Police Department training calendar.

c. The Police Department shall designate a training coordinator, who shall be responsible for coordinating with Counsel the scheduling of training dates, times, and locations.

d. Counsel shall publish and update a training calendar, which will advise the Police Department of all multi-Police Department training scheduled throughout the state. The Police Department may register officers to attend any multi-Police Department training, to the extent that space is available at the designated training site.

e. The Police Department will provide facilities for multi-Police Department training scheduled at the Police Department's location.

f. The Police Department will be responsible for tracking the number of hours of training received by officers, to ensure that officers attend available training.

2. Police Department specific training.

a. Eight hours of Police Department specific training will be presented for the Police Department. These training sessions shall be Police Department specific, and the subject matter shall be determined in consultation with the Police Chief, from a prepared list of topics developed by Counsel (or as otherwise mutually agreed).

b. The Police Department shall provide facilities for Police Department specific training.

3. General provisions regarding training:

a. Multi-Police Department training sessions will be scheduled in the Phoenix and Tucson metropolitan areas, and may be scheduled in other parts of the State as well.

b. Counsel will determine the size of the training sessions.

c. Multiple training sessions may be offered in the same day.

d. The Police Department will provide the facilities for the training days scheduled at the Police Department. Provision of the facilities includes provision of copies of the materials for all attendees, any necessary audio-visual equipment and any refreshments desired by the Police Department.

e. The Police Department will be required to schedule officers among available training sessions. Officers shall be registered at least one week prior to the training session, unless otherwise approved by the Counsel.

f. The Police Department acknowledges that multi-Police Department training sessions with fewer than ten officers scheduled to attend may be cancelled by the Counsel.

g. Training may be audio- or video-taped only with the written permission of Counsel. All such recordings become the property of Counsel and may be subsequently used only with written permission.

h. Counsel reserves the right to offer, for a fee, unused seats at the contracted training sessions to law enforcement personnel from other law enforcement agencies.

i. The Police Department shall reasonably assist Counsel in developing the training calendar, by providing preferred subjects for training and identifying available dates and facilities. Failure to reasonably assist in establishing the training calendar may result in a reduced number of training dates being scheduled at the Police Department's facilities.

j. The final annual training calendar shall be determined by Counsel.

F. Counsel will not represent the Police Department in any litigation as a part of this contract or under the terms of this contract.

G. This contract is a flat fee contract and is not based upon an hourly rate for services performed.

H The Police Department will provide, at no cost to Counsel and within fifteen days of the effective date of this Agreement, copies of the following:

1. All Police Department policies and procedures;
2. All City ordinances and policies that govern the employment of Buckeye officers, and;
3. All Buckeye ordinances that are enforced by the police department. Whenever possible, this information shall be provided in electronic format. This information shall be kept current throughout the term of this Agreement.