

**DORN POLICY GROUP, INC.  
PROFESSIONAL SERVICE AGREEMENT**

**Effective Date:** July 1, 2019

**Parties:** Dorn Policy Group, Inc., an Arizona corporation ("Consultant"), and the City of Kingman, Arizona ("Client")

**Purpose:** The Consultant is in the business of providing consulting services to businesses and organizations dealing with the business community, Arizona governmental entities and the federal government. The Consultant's services may include other matters as set forth below. The purpose of this Agreement, therefore, is to document the terms and conditions of the professional relationship to be established between the Client and Consultant.

**AGREEMENTS:**

1. Engagement of Services. The Client agrees to retain the services of the Consultant and the Consultant agree to perform services for the Client upon the terms and conditions hereinafter set forth.
2. Term of Agreement. This Agreement shall be effective as of July 1, 2019 and continue through June 30, 2020. This contract may be terminated upon thirty-day written notice by either party
3. Nature of Services to be Performed. During the term of this Agreement, the Consultant will render advisory and consulting services and will give the Client the benefit of its special knowledge, skill, contacts, and business and political experience.
4. Compensation. The Client shall pay the Consultant a fee of \$66,000.00 (\$5,500.00 per month) from July 1, 2019 continuing through June 30, 2020. The Consultant shall submit a monthly invoice to the Client on the first of each month. The Client shall make payment to the Consultant within thirty (30) days of the invoice date.
5. Expenses. In addition to the compensation due under Paragraph 4, the Client is responsible for the payment of all out-of-pocket expenses incurred relative to the Consultant's duties, including, but not limited to, travel expenses and accommodations, entertainment expenses, special mailing and delivery expenses, expert fees, and the like made by the Consultant. The Client will reimburse the Consultant for these expenses on a monthly basis upon receipt of a statement. Expenses over \$300.00 shall be pre-approved by the Client.
6. Relationship Between Parties. The Client retains the services of the Consultant only for the purposes and to the extent set forth in this Agreement, and the Consultant's relationship to the Client shall, during the term of this Agreement, be that of an independent contractor.

The Consultant shall be free to dispose of its time, energy, and skill as it deems appropriate, except that the Consultant shall perform all services reasonably requested by the Client. The Consultant shall not be considered, as a result of this Agreement, as having an agency or employee status or as being entitled to participate in any plans, arrangements, or distributions by the Client pertaining to or in connection with any pension, stock, bonus, profit sharing or similar benefits provided the Client's regular employees. Furthermore, the Consultant retains the sole and absolute discretion and judgment in the manner and means of rendering the consulting services contemplated by this Agreement, and the parties agree that the Client shall have no right or duty to control the manner by which the Consultant renders those contemplated services, except as noted otherwise in writing.

7. Taxes, Workmen's Compensation, Fringe Benefits. The Consultant agrees that it will pay all applicable federal and state income taxes and self-employment taxes with respect to any amounts received under the terms of this Agreement. Unless otherwise required by applicable law, the Client shall not withhold from the amounts paid to the Consultant any amounts for federal or state income taxes or social security taxes. The Client shall not provide any fringe benefits for the Consultant including, but not limited to, vacation or sick pay, life insurance, health insurance or retirement benefits. The Client will not cover the Consultant under any state unemployment compensation or workmen's compensation laws.

8. Attorneys' Fees. The prevailing party in any dispute arising out of this Agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceeding, including reasonable attorneys' fees.

9. Governing Law. The laws of the State of Arizona shall govern this Agreement.

10. Amendments. This Agreement may not be amended or modified except in writing signed by the parties.

11. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any prior understandings and agreements, written or oral, respecting the subjects discussed herein.

12. Time of the Essence. Time is of the essence of this Agreement.

13. Notices. Any and all notices required by this Agreement shall be personally delivered or sent by certified mail, return receipt requested, addressed to a party at its address set forth herein, or at such other address as may be designated to the other party in accordance with this paragraph. A notice shall be deemed effective when received or delivered, if personally delivered.

13. Liability. Client acknowledges that it retains final authority to act upon any recommendations by Consultant and the Consultant does not and shall not guarantee or warrant the outcome of the issues. The Consultant and its independent contractors shall exercise the due care and diligence of professional business consultants in performing its services for the Client, but Consultant shall not be liable for any mistake of judgment, any other action taken in good faith on behalf of the Client or any loss unless the loss is the result of gross negligence, dishonesty, fraudulent or criminal acts of the Consultant. Client agrees to indemnify, defend and hold harmless the Consultant against loss,

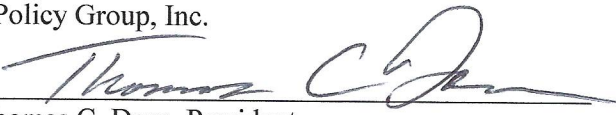
damages or expense, including court costs and attorneys' fees arising out of claims, demands or lawsuits brought against the Consultant for actions taken in performance of this Agreement or at the direction of the Client, except for claims arising out of the gross negligence, dishonesty, fraudulent or criminal acts of the Consultant. This section of the Agreement is separate and distinct from the other provisions of the Agreement and the rights and responsibilities herein shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CLIENT:  
City of Kingman, Arizona

By \_\_\_\_\_  
Mr. Ron Foggin, City Manager  
Address: 310 N. 4<sup>th</sup> Street  
Kingman, Arizona 86401

CONSULTANT:  
Dorn Policy Group, Inc.

By   
Mr. Thomas C. Dorn, President  
Address: 101 N. 1<sup>st</sup> Avenue, Suite 2090  
Phoenix, Arizona 85003