

**AMENDED AND RESTATED CONTRACT FOR LEGAL SERVICES
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE LAW OFFICE OF MARK IACOVINO**

THIS AMENDED AND RESTATED CONTRACT FOR LEGAL SERVICES (this "Contract") is made and entered into effective July 1, 2026, by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and the Law Office of Mark Iacovino, a sole proprietorship (the "Law Firm").

RECITALS

- A.** The Town has determined it to be in its best interest to contract with attorneys not in its employ who, by experience and training, are qualified to assist the Town in connection with prosecution of criminal cases in the Fountain Hills Municipal Court.
- B.** The Town has satisfied itself as to the qualifications of the Law Firm to assist the Town in connection with prosecution of criminal cases in the Fountain Hills Municipal Court.
- C.** The Town and the Law Firm entered into a Contract for Legal Services dated April 6, 2017, and now desire to amend and restate that contract effective July 1, 2026, to continue prosecution services and update certain reporting, coordination, and compensation provisions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Town and the Law Firm agree as follows:

- 1. Scope of Service and Representation.** The Law Firm agrees to perform all necessary legal services of the Town Prosecutor's Office within the laws of the State of Arizona and the Arizona Rules of Professional Conduct, including, but not limited to, the following:
 - 1.1** Prepare for and appear at arraignments, arrange and conduct pre-trial conferences with defendants and/or attorneys, and try jury and non-jury trials.
 - 1.2** Review the file on each case, including police reports, previous convictions, and motions from defense attorneys.
 - 1.3** Prepare any necessary correspondence related to each case, excluding victim letters and correspondence, which shall be the responsibility of the Town's Victim Witness Advocate or other designated Town representative.
 - 1.4** Appear in the Fountain Hills Municipal Court to prosecute those who have violated state law or Town ordinances and make recommendations for conditions of release and sentencing.
 - 1.5** Advise the Town's law enforcement department or contract law enforcement provider on gathering and presentation of evidence, filing of charges, and other legal matters related to criminal cases; interview police officers, inspectors, and others presenting evidence for the Town.
 - 1.6** Perform legal research to support the Town's position(s) in hearings and trials as well as in response to defense motions.
 - 1.7** Provide statistical data concerning disposition of cases and prosecution activity as part of the reporting requirements set forth in Section 2 below.
 - 1.8** Act as an educational resource to Town staff, schools, civic organizations, and local advocacy groups as reasonably appropriate and consistent with the Law Firm's role as Town Prosecutor.
- 2. Advice, Status Reporting, and Coordination.**

- 2.1. Advice and Significant Developments.** The Law Firm shall provide the Town with timely advice of significant developments arising during performance of services under this Contract, orally or in writing, as the Law Firm considers appropriate. Upon request of the Town Manager, the Law Firm shall provide copies of pleadings and other documents prepared by the Law Firm, subject to applicable law, court rules, ethical obligations, and confidentiality requirements.
- 2.2. Quarterly Status Reports.** The Law Firm shall provide quarterly status reports to the Town Manager, Town Council, and Town Attorney. The reports shall include statistical data concerning the disposition of cases and other prosecution-related information reasonably requested by the Town. To provide context, the reports shall include comparison to prior reporting periods and comparable prior-year periods when such information is reasonably available.
- 2.3. Coordination with Town Attorney.** The Law Firm shall meet or confer regularly with the Town Attorney regarding matters of mutual legal, operational, or policy significance involving prosecution services, municipal court operations, Town ordinances, law enforcement coordination, appeals, public records issues, or other matters where coordination between the Town Attorney and Town Prosecutor is reasonably necessary. This coordination requirement does not alter the Law Firm's independent contractor status, prosecutorial discretion, professional obligations, or attorney-client duties.
- 3. Compensation.** For fiscal year 2026-2027, beginning July 1, 2026, the Town shall pay the Law Firm for services rendered under this Contract a flat annual amount of \$150,267.19, paid in 12 equal monthly installments, due in advance on the first day of each month. For each fiscal year after fiscal year 2026-2027, if the Town Council approves an Annual General Adjustment for Town employees generally, the Law Firm's compensation shall be increased by the same percentage, effective July 1 of that fiscal year. The Law Firm expressly agrees and understands that no adjustment to its compensation shall occur based on merit increases, market adjustments, equity adjustments, or other compensation adjustments provided to individual Town employees. If a notice of termination has been given pursuant to Section 16 below, the monthly amount payable shall be prorated according to the actual number of days during which the Law Firm will be providing services.
- 4. Term.** This Contract shall be effective July 1, 2026, and shall remain in full force and effect until terminated by either the Town or the Law Firm as set forth in Section 16 below.
- 5. Notices and Requests.** Any notice or other communication required or permitted to be given under this Contract 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, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:

Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
Attn: Town Manager

With copy to:

Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
Attn: Town Attorney

If to Law Firm:

The Law Office of Mark Iacovino
10105 E. Via Linda, #103-346
Scottsdale, AZ 85258
Attn: Mark Iacovino

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, or (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. 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 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.

6. **Conflict Issues.** The Law Firm warrants and covenants that the Law Firm presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Contract a violation of any applicable state, local, or federal law or the Arizona Rules of Professional Conduct. In the event any conflict of interest should arise, the Law Firm shall promptly notify the Town of the existence of such conflict of interest so the Town may determine whether to terminate this Contract. Conflict issues are governed by the Arizona Rules of Professional Conduct. Otherwise, the Law Firm shall be free to dispose of such portion of its time, energy, and skill as is not required to be devoted to the Town in such manner as it sees fit, so long as no conflict of interest exists.
7. **Maintenance of Records.** In compliance with Town procedure, all work performed in connection with this Contract shall be subject to audit. The Law Firm shall maintain all books, documents, papers, and accounting records pertaining to this Contract and not related to particular prosecution case files and shall make such materials available at its offices at all reasonable times during the Contract period and for at least three years from the date of final payment for inspection by the Town or any authorized representatives of the Town, and copies thereof shall be furnished, if requested, at the Town's expense. The Town shall store and maintain all closed files. The destruction of such files shall be in accordance with applicable law and Arizona Attorney General Opinion 98-07.
8. **Indemnification.** To the fullest extent permitted by law, the Law Firm shall defend, indemnify, and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses relating to, arising out of, or resulting from the Law Firm's wrongful acts, errors, mistakes, or omissions relating to the Law Firm's services in the performance of this Contract. The Law Firm's duty to defend, hold harmless, and indemnify the Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense, including attorneys' fees, court costs, and the cost of appellate proceedings, caused by the Law Firm's wrongful acts, errors, mistakes, or omissions, work, or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will not be construed as limiting the scope of the indemnity of this Section.
9. **Professional Liability Insurance.** Without limiting any of its obligations, the Law Firm, at the Law Firm's own expense, shall purchase and maintain the stipulated minimum insurance with companies duly licensed, possessing an AM Best, Inc. rating of B++ or better, approved and licensed to do business in the State of Arizona, with policies and forms reasonably satisfactory to the Town. Prior to commencing work under this Contract, the Law Firm shall furnish the Town certificates of insurance or formal endorsements issued by the Law Firm's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract and shall provide for not less than 30 days' advance notice of cancellation, termination, or material alteration to the extent available from the insurer. The Law Firm will maintain professional liability insurance covering errors and omissions arising out of the work or services performed by the Law Firm or any person employed by the Law Firm, with a limit of not less than \$500,000 each occurrence and \$500,000 all claims.
10. **Independent Contractor Status.** The services the Law Firm provides under the terms of this Contract to the Town are those of an independent contractor, not an employee. The Town will report

the value paid for these services each year to the Internal Revenue Service using Form 1099. Withholding of income tax is not deducted from contractual payments.

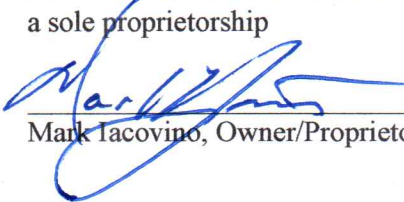
11. **Non-Assignment.** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the Town.
12. **Governing Law.** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
13. **Entire Agreement.** This Contract constitutes the entire understanding of the parties, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.
14. **Amendments.** Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract or this Contract, as applicable.
15. **Severability.** Should any part of this Contract be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. **Termination.** Either party may terminate this Contract without cause upon giving 60 days' written notice to the other party.
17. **Cancellation.** Pursuant to ARIZ. REV. STAT. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Town's departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party of the Contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract.
18. **Counterparts; Electronic Signatures.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the date set forth above.

"TOWN"
TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Gerry Friedel, Mayor

"LAW FIRM"
LAW OFFICE OF MARK IACOVINO,
a sole proprietorship



Mark Iacovino, Owner/Proprietor

ATTEST:

Town Clerk