



**ARIZONA MUNICIPAL CLERKS' ASSOCIATION
EDUCATION SUMMIT AGENDA
Thursday, June 29, 2023
10:00 a.m.**

Formed
in 1961

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 295 157 000 349

Passcode: EQNBaR

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 602-609-7636,,641531162#](#) United States, Phoenix

Phone Conference ID: 641 531 162#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

1. CALL TO ORDER – Introductions
2. State of Education for AMCA
 - A. Institute – current ASU agreement
 - B. Academy
 - C. Conference
 - D. Best Practices
 - E. Athenian Dialogues
3. Relationship with IIMC
4. Survey results discussion
5. Open Discussion
 - A. Future of Clerk's education
 - B. Challenges and opportunities
 - C. What has worked and what doesn't seem to work
6. Open for other topics related to education, training
7. Recap, action and follow-up items

SERVICE AGREEMENT

This Executive Education Service Agreement (this “Agreement”) is entered into as of the 1st day of February 2023 (the “Effective Date”), and is by and between the Arizona Board of Regents for and on behalf of Arizona State University and its Bob Ramsey Executive Education center, Watts College of Public Service and Community Solutions (“ASU”), and the Arizona Municipal Clerks Association (“Client”).

RECITALS

A. ASU has faculty and resources to provide the executive education services related to the Program described in this Agreement to Client (the “Services”).

B. The parties are entering into this Agreement to set forth the terms and condition under which ASU will provide the Services to Client.

AGREEMENT

NOW, THEREFORE, ASU and Client (the “Parties”) agree and understand as follows:

1. OBLIGATIONS OF ASU

1.1 Service Types, Dates and Location. ASU will provide the Services on the date(s) and at the location(s) described in Attachment A to this Agreement. Attachment A sets forth a description of the Services and the expected delivery date(s) of the Services.

1.2 Delivery of Signed Agreement. Client must sign this Agreement in duplicate and return the signed copies to ASU within thirty (30) days of receipt of this Agreement. If Client does not deliver the signed Agreement within that timeframe, Client understands that the timeline set forth in Attachment A will be adjusted. Client must send the signed Agreement to: Linda Hess, Bob Ramsey Executive Education, 201 N Central Ave Fl 33, Phoenix, AZ 85004-2564.

1.3 Client Specifications. ASU will work with Client to develop objectives for the Services and to assign appropriate resources to Client’s specifications.

1.4 ASU Liaison. ASU will designate a liaison to work with Client throughout the term of this Agreement with respect to Services delivery objectives as well as administrative logistics related to the performance of this Agreement. ASU’s liaison is identified in Attachment A. ASU reserves the right to substitute a different liaison at its discretion at any time. ASU will provide reasonable notice to Client if such a substitution occurs.

2. OBLIGATIONS OF CLIENT

2.1 Fees for Services. In consideration for the Services provided under this Agreement, ASU will receive as a Services fee fifty-five percent (55%) of the registration fees collected by ASU from Client's participants (the "Fees"). The Services fee includes staff time to coordinate and deliver the Services described in Attachment A. ASU will remit the remaining forty-five percent (45%) of the registration fees to Client.

2.2 Delivery Costs and Expenses. An estimate of all Services delivery costs and expenses is included in Attachment B to this Agreement. Client will pay any additional costs incurred to deliver the Services not identified in Attachment B, subject to Client's pre-approval. Any such delivery costs that are incurred by ASU will be invoiced to Client and will be due at the completion of the Services.

2.3 Alteration Costs and Expenses. Client will pay any additional costs incurred by ASU as a result of any changes or alterations that are directly requested by or result from any changes or alterations requested by Client to any aspect of the Services provided under this Agreement. If Client desires to make any changes or alterations to any aspect of the Services provided by ASU, Client will do so in writing, no later than forty-five (45) days prior to the agreed upon start date. Such changes or alterations will be subject to the prior approval of ASU.

2.4 Taxes. All costs and fees stated in this Agreement are net of any taxes. ASU will provide the Client with any documentation the Client needs for tax purposes, upon request by the Client.

2.5 Financial Report and Payment

- (a) ASU Bob Ramsey Executive Education will remit financial report and the remaining forty-five percent (45%) of the registration fees to AMCA (Arizona Municipal Clerks Association) by July 31, 2023.

2.6 Client Liaison. Client will designate a liaison or coordinator to work with ASU throughout the term of this Agreement with respect to the performance of this Agreement.

2.7 Other Educational Services. Client acknowledges that Arizona's laws as well as the policies of ASU and the Arizona Board of Regents (ABOR) regarding conflict of interest prevent ASU employees from privately engaging in business or professional activities that directly compete against ASU or from which an employee may profit at ASU's expense. (See, e.g., Arizona Revised Statutes ("A.R.S.") §§ 38-501 through 38-511, ABOR Policy 6-705, and ASU Policies ACD 204-08 and 510-01.) Client agrees that it will not separately contract with, engage or otherwise secure the services of any ASU faculty involved in providing Services under this Agreement for any educational program separate from or in addition to the Services provided under this Agreement without the prior written approval of the Watts College of Public Service and Community Solutions.

3. INTELLECTUAL PROPERTY

3.1 Intellectual Property. “Intellectual Property” means any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

3.2 Background Intellectual Property. Intellectual Property owned by ASU or Client that was created, invented, first reduced to practice or writing, or first fixed in a tangible medium of expression by the Party prior to the Effective Date or arising outside the scope of this Agreement will continue to be owned by the applicable Party. Neither Party transfers, by operation of this Agreement, to the other Party any right in or license to any Intellectual Property.

3.3 ASU Intellectual Property. The Parties understand and agree that ASU owns any and all right, title and interest in and to any and all Intellectual Property developed, created or invented solely by ASU in its performance under this Agreement and that ASU will have the exclusive right to patent, copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.

3.4 Client Intellectual Property. The Parties understand and agree that Client owns any and all right, title and interest in and to any and all Intellectual Property developed, created or invented solely by Client in its performance under this Agreement and that Client will have the exclusive right to patent, copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.

3.5 Materials Use. Client acknowledges that materials provided by ASU in connection with the Services are intended solely for use in the delivery of the Services and may include the Intellectual Property of ASU as well as Intellectual Property of third parties for which ASU has either obtained permission to use, or is otherwise lawfully using, for the express purpose of delivering the Services under this Agreement. Client will not publish, reproduce, distribute, disclose, disseminate or use in whole or in part any materials or Intellectual Property used by or belonging to ASU for any purpose whatsoever without the prior written approval of ASU.

4. ADVERTISING, PUBLICITY, NAMES AND MARKS

Neither Party will do any of the following without, in each case, the prior written consent of the other: (i) issue a press release or public statement regarding this Agreement; or (ii) represent or imply any endorsement or support of any product or service on the part of the other party in any public or private communication. Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party (“Marks”) for any reason, including online, advertising, promotional purposes, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party’s Marks must comply with the owning Party’s requirements, including using the ® indication of a registered trademark where applicable. Client will obtain

ASU's prior written approval before using or distributing any marketing materials in which ASU or the Program is mentioned.

5. CONFIDENTIALITY

5.1 Obligations of Confidentiality. Each Party acknowledges and agrees that in the performance of this Agreement it will have access to or receive information that is confidential or proprietary to, or a trade secret of, the other Party, whether relating to the other Party's plans, operations, enterprises, interests and business, Intellectual Property (as defined herein) or otherwise (the "Confidential Information"). Each Party further acknowledges and agrees that any unauthorized disclosure or use of the Confidential Information will cause irreparable harm and loss to the disclosing Party. Therefore, each of Client and ASU agrees (a) to use the Confidential Information of the other Party for the sole purpose of implementing and performing under this Agreement, (b) to limit dissemination of the other Party's Confidential Information to only those Client and ASU employees and representatives who have a need to know the Confidential Information, and (c) to not disclose the Confidential Information to any other person or entity. ASU retains the right to refuse acceptance of any Confidential Information that is not required for the purposes of this Agreement.

5.2 Marking Requirement. To be subject to this Section, Confidential Information disclosed in tangible form will be marked, stamped or otherwise reasonably identified in writing to be the Confidential Information of the disclosing Party; Confidential Information disclosed in an intangible form (such as orally or visually) will be identified at the time of disclosure as confidential and will be summarized in a writing marked as confidential and provided to the receiving Party within thirty (30) days of the initial disclosure.

5.3 Exclusions. "Confidential Information" will not include: (i) information that was or becomes published, known publicly, or otherwise in the public domain without breach of this Agreement or any other obligation of confidentiality; (ii) information that is required to be disclosed by the receiving Party by law or court order, provided that the receiving Party gives the disclosing Party prompt notice prior to making such compelled disclosure so that the disclosing Party may seek a protective order or other appropriate remedy and further provided that the receiving Party discloses only that portion of the confidential information that is legally required to be disclosed; (iii) information that was lawfully known to or in the possession of the receiving Party prior to the time of the disclosing Party's disclosure, as reflected in the receiving Party's written records; or (iv) information that is disclosed lawfully to the receiving Party by a third party having the right to disclose it without an obligation of confidentiality.

5.4 No License. The disclosure of Confidential Information by one Party to the other hereunder will not constitute or be deemed to result in the grant of any right or license by the disclosing Party to the receiving Party.

5.5 Public Records. Both Parties recognize that they may individually be required to produce documents pursuant to the Freedom of Information Act (FOIA) or, in the case of ASU, the Arizona Public Records Act as set forth in A.R.S. §§ 39-121 through 39-127. The Parties agree

to communicate to one another (through their respective liaisons) all FOIA or public record requests that they receive during the term prior to responding to the request provided that such prior communication will not cause the responding Party to delay responding to a request beyond the required statutory period. Notwithstanding any other provision of this Agreement to the contrary, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of FOIA or Arizona law.

5.6 Survival. The obligations in this Section regarding Confidentiality will survive for a period of three (3) years after expiration or earlier termination of this Agreement.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as provided herein, will continue through completion of the Services and ASU's receipt of full payment of all Fees and other applicable costs from Client.

6.2 Termination by Client. Client may terminate this Agreement if Client gives written notice to ASU that an insufficient number of Participants have registered for the Program. If Client exercises its right to terminate the Agreement under this provision, Client will pay ASU the full amount of the Fees as well as any expenses and costs incurred related to providing the Services up until the termination notice is provided, and any expenses and costs related to ASU's cancellation of commitments related to the Services. ASU will be obliged to present a detailed description of costs incurred prior to such termination.

6.3 Termination by ASU. ASU may terminate this Agreement for convenience prior to providing the Services by providing written notice to Client. If ASU exercises its rights to terminate the Agreement under this provision, ASU will provide either: (a) a full refund of any funds remitted by Client, or (b) the option to reschedule delivery of the cancelled portion of the Services.

6.4 Failure to Perform. Either Party has the right to terminate this Agreement if the other Party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured within 30 days after receipt of written notice of default from the non-breaching Party (or such additional cure period as the non-breaching Party may authorize).

6.5 Effect of Termination. Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no Party will be released from the payment of any sum owed to another Party. Sections 2, 3, 4, 6.5, 8.4, 8.6 and 9 of this Agreement will survive any expiration or earlier termination of this Agreement. Section 5 will survive for the period stated in Section 5.6.

7. NOTICES

7.1 Manner of Giving Notices. All notices, requests, demands and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to ASU:

Hector Zelaya
Director
Bob Ramsey Executive Education
Arizona State University
201 N Central Ave
33rd Floor
Phoenix, AZ 85004
hector.zelaya@asu.edu
(602) 496-1308

If to Client:

Darcie McCracken
President
Arizona Municipal Clerks Association;
City Clerk
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
darcie.mccracken@goodyearaz.gov
(623) 882-7830

7.2 Effective Date. If personally delivered, such communication will be deemed delivered upon actual receipt; if sent by electronic transmission, such communication will be deemed delivered the next business day after transmission, and sender will bear the burden of proof of delivery; if sent by overnight courier, such communication will be deemed delivered upon receipt as evidenced in writing; and if sent by U.S. mail, such communication will be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service. A Party may change its address for notice and the address to which copies must be sent by giving notice thereof in accordance with this Section. Any notice to be given by either Party may be given by legal counsel for such Party.

8. GENERAL TERMS AND CONDITIONS

8.1 Entire Agreement; Severability. This Agreement contains the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, between the Parties concerning the subject matter of this Agreement. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement will remain in full force and effect and will be binding upon the Parties.

8.2 Amendments and Waivers. No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party will not operate

as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

8.3 Assignment. Neither Party will assign or transfer any interest in this Agreement without the prior written approval of the other Party. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the Parties.

8.4 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each Party waives any objection it may now or hereafter have to venue or to convenience of forum.

8.5 Force Majeure.

- (a) With the exception of a party's payment obligations, no liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a party's operations, or any other or similar cause beyond that party's reasonable control.
- (b) The party which is so prevented from performing shall give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

8.6 Relationship of the Parties; Similar Research. Each Party is an independent contractor and is independent of the other Party. Under no circumstances will any employees of one Party be deemed the employees of the other Party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Parties, except for those obligations expressly and specifically set forth herein. Neither Party will have

any right, power, or authority under this Agreement to act as a legal representative of the other Party. Neither Party will have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever contrary to the provisions of this Agreement. Nothing in this Agreement will be construed to limit the freedom of ASU or of its researchers from engaging in similar services made under other grants, contracts or agreements with parties other than Client.

8.7 Insurance. ASU represents that its officers, agents and employees are covered against liability, workers' compensation, and property damage through the State of Arizona, Arizona Department of Administration, Risk Management Section's program of self-insurance for acts or omissions while acting in authorized governmental or proprietary capacities and in the course and scope of employment or authorization. Such coverage is provided in accordance with and subject to the provisions of A.R.S. § 41-621 *et seq.*

8.8 No Third Party Beneficiaries. With the exception of IPA, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or entity, other than the Parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.

8.9 Recitals and Exhibits. All recitals herein, and all exhibits attached hereto and referred to herein, are integral and material parts of this Agreement.

9. UNIVERSITY AND STATE REQUIRED PROVISIONS

9.1 Nondiscrimination. The Parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

9.2 Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's Title IX Guidance is available online. Client will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Client Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Client Parties comply with ASU's Title IX Guidance.

9.3 **Conflict of Interest.** If within 3 years after the execution of this Agreement, Client hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

9.4 **Arbitration.** The Parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133. A.R.S. § 12-1518 requires this provision in all ASU contracts.

9.5 **Failure of Legislature to appropriate.** In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Client and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

9.6 **Weapons, Explosives, and Fireworks.** ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by ASU's Police Chief or a designated representative. Client will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Client of this policy, and Client will enforce this policy against all such persons and entities.

9.7 **Indemnification and Liability Limitations.** Because ASU is a public institution any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

9.8 **Responsibility.** Each Party is responsible for the negligent or willful acts or omissions of its employees and agents when acting under such Party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in [PUR 202-01](#).

9.9 **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Client warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with this Agreement, Client will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain

business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

9.10 Export Controls. Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes, and other commodities ("Technology"), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the "Export Control Laws"). None of the work undertaken pursuant to this Agreement will require either party to take, or fail to take, any action that would cause a violation of any of the Export Control Laws. If any work to be undertaken pursuant to this Agreement requires, in ASU's sole judgment and discretion, a license or authorization from any agency or authority of the U.S. government and/or any written assurances that the party receiving any Technology will not re-export, transfer, or otherwise share such Technology to or with certain other foreign nationals or destinations without the prior approval of the U.S. government, no such work will be required unless and until the appropriate license or written assurance is obtained. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

9.11 **No Boycott of Israel**. As required by ARS § 35-393.01, Client certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement. Client will comply with all antiboycott provisions of the Export Administration Regulations.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

ARIZONA STATE UNIVERSITY

ARIZONA MUNICIPAL CLERKS ASSOCIATION

By: _____

Cynthia Lietz
Dean and President's Professor
Watts College of Public Service and
Community Solutions

By: _____

Name: Darcie McCracken

Title: President

Date: _____

Date: _____

**THE ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: Signature not required due to projected revenue < \$20,000

ATTACHMENT A

SERVICES DESCRIPTION

ASU Community of Care protocols for in-person events and meetings will be followed. Guidelines for food service will be followed as required by venue and AMCA approval. The ASU Community of Care protocol guidelines are based on current public health recommendations, government policy, and Board and University policy, which are subject to change and which may result in modifications to these guidelines.

ASU Liaison: Michelle Hill

Services Title: Arizona Municipal Clerks' Institute

Dates: June 5-9, 2023
M-F, 8 a.m.-5 p.m.

Location: Arizona Center, 400 E Van Buren St, 7th Floor, Room 730, Phoenix 85004

Services Summary: Bob Ramsey Executive Education will:

- Work with AMCA Education Committee to design program curriculum and recruit instructors
- Reserve room for in-person classes
- Create ASU Canvas site for participants to access electronic program materials
- Manage the participant registration process and collect registration fees
- Promote program through its website
- Evaluate participant Knowledge Transfer Action Plans
- Collect evaluation data from Client for each session and report results to the Arizona Municipal Clerks Association and the International Institute of Municipal Clerks
- Arrange for coffee, tea, and water service in the classroom

Services Title: Arizona Municipal Clerks' Academy

Dates: June 20-22, 2023
T-Th, 8 a.m.-5 p.m.

Location: Arizona Center, 400 E Van Buren St, 7th Floor, Room 730, Phoenix 85004

Services Summary: Bob Ramsey Executive Education will:

- Work with AMCA Education Committee to design program curriculum and recruit instructors
- Reserve room for in-person classes
- Create ASU Canvas site for participants to access electronic program materials
- Manage the participant registration process and collect registration fees
- Promote program through its website
- Evaluate participant Knowledge Transfer Action Plans

- Collect evaluation data from Client for each session and report results to the Arizona Municipal Clerks Association and the International Institute of Municipal Clerks
- Arrange for coffee, tea, and water service in the classroom

ATTACHMENT B

ESTIMATION OF SERVICE COSTS

The following is an estimate for Services delivered at the Downtown Phoenix Security Building.

Arizona Municipal Clerks' Institute

June 5-9, 2023

Services Fee	ASU retains 55% of registration fees
Facility costs	Included in Services Fee
Instructional technology	Included in Services Fee
Copy & materials costs	Included in Services Fee
Coffee, tea, and water service	Included in Services Fee
Parking	Included in Services Fee
Instructors	To be paid directly by Client
Food or alternate beverages	To be provided and paid directly by Client
Snacks	To be provided and paid directly by Client

Arizona Municipal Clerks' Academy

June 20-22, 2023

Services Fee	ASU retains 55% of registration fees
Facility Costs	Included in Services Fee
Instructional Technology	Included in Services Fee
Copy & Materials Costs	Included in Services Fee
Coffee, tea, and water service	Included in Services Fee
Parking	Included in Services Fee
Instructors	To be paid directly by Client
Food or alternate beverages	To be provided and paid directly by Client
Snacks	To be provided and paid directly by Client

2022 Arizona Municipal Clerks' Institute and Academy Report

Prepared for the Arizona Municipal Clerks' Association State Education Committee and
The International Institute of Municipal Clerks

September 27, 2022

2022 Arizona Municipal Clerks' Institute

The **Arizona Municipal Clerks' Institute** was conducted in a classroom setting June 6 through June 10, 2022, in Phoenix, Arizona. Due to the COVID-19 pandemic, guidelines were incorporated, following the required recommendations of ASU and CDC.

The Institute program provided **40 contact hours** of professional development presentations/classroom instruction, in addition to online learning methodology, and a post-Institute assessment (Knowledge Transfer Action Plan) for those participants seeking the Certified Municipal Clerk designation. As required by the International Institute of Municipal Clerks, 50% of Institute work covered issues related to public administration, 30% interpersonal communications, and 20% dedicated to electives. 38 clerk professionals attended. Session topics and descriptions begin on page 6.

Classes are all designed to be education and professional development opportunities. Of special importance is the connection (by the instructor and participants) of how subject matter relates to the Clerk's profession and responsibilities, as well as the broader communities and constituencies they all serve.

The online evaluations for all Institute classes generated ratings based on rating the effectiveness of the seminar elements using the following scale:

- -2 = Far below expectations
- -1 = Below expectations
- 0 = Met expectations
- 1 = Above expectations
- 2 = Far above expectations

A copy of the session evaluations is on file at Arizona State University. Copies are not included with this report to reduce paper usage. There are ratings and narratives covering 4 separate criterion and those are displayed in the individual evaluations. The set of criteria includes:

1. Presenter
2. Value of Information Presented
3. Overall Value of the Learning Experience from the Complete Program
4. Most Valuable Takeaways

Individual participant comments regarding session strengths as well as recommendation for improvement were also included.

Topic	Overall Rating - Value	Facilitator(s)
Walking the Tightrope: Legal Challenges for Municipal Representatives	1.57	1.57
Critical Thinking	1.44	1.41
Generational Dynamics	1.78	1.78
Public Management and Politics	1.62	1.65
The Bases of Power – Exercising the Power of Your Profession	1.58	1.62
The Budget and Your Municipality	1.58	1.54
Shared Knowledge in Your Work Environment	1.69	1.77
Implicit Bias & Microaggression	1.50	1.54
Cultural Intelligence (CQ)	1.46	1.54
Negativity and Negaholics	1.73	1.73
Clerks Panel: Overview of Key Clerk Functions	1.68	1.64

The overall value of the learning experience from the complete program (criteria 3) for the complete Institute rated 1.79. The courses were well received with positive comments and also recommendations on ways to enrich some of the courses. Those recommendations (all constructive in nature) are considered when subsequent programs are designed, planned, and delivered, by Arizona State University and the Education Chair and Committee of the Arizona Municipal Clerks Association.

Some anonymously collected evaluation responses/comments regarding most valuable takeaways (criteria 4) are included below:

- *I got a lot out of this year's institute, the open discussions were great and so many different topics made it really worthwhile.*
- *These courses definitely are an effective tool of real life scenarios that can be applied daily in the very office of the clerk.*
- *Despite the cancellations and switches that had to be made in the presentations, the week was filled with great information and wonderful speakers.*
- *Overall another great Institute.*
- *I really enjoyed all of the sessions and networking.*
- *A lot of great takeaways - realizing there are so many different communication styles and that sometimes an underlying bias drives the way we think were two of my top.*
- *I really enjoyed the presentations about diversity and understanding in the workplace. I think these were informative and well done. On point for where we are in the world these days.*
- *I gained new contact and industry acquaintances that I did not have before. I feel like I can reach out to many of the attendees if needed and look forward to interacting again with them. All the classes gave me either thought to improve myself or my surroundings. I was challenged to look at things differently and to find the positive.*

2022 Arizona Municipal Clerks’ Academy

The **Arizona Municipal Clerks’ Academy** was conducted June 21 through June 23, 2022, in Phoenix, Arizona. The Academy program provided **24 contact hours** of professional development presentations/classroom instruction, in addition to online learning methodology, and a post-Institute assessment (Knowledge Transfer Action Plan) for those participants seeking the Master Municipal Clerk designation. As required by the International Institute of Municipal Clerks, 80% of Academy work covered issues related to public administration, and 20% dedicated to electives. 26 clerk professionals attended. Session topics and descriptions begin on page 8.

Classes are all designed to be education and professional development opportunities. Of special importance is the connection (by the instructor and participants) of how subject matter relates to the Clerk’s profession and responsibilities, as well as the broader communities and constituencies they all serve.

The online evaluations for all Academy classes generated ratings based on rating the effectiveness of the seminar elements using the following scale:

- -2 = Far below expectations
- -1 = Below expectations
- 0 = Met expectations
- 1 = Above expectations
- 2 = Far above expectations

A copy of the session evaluations is on file at Arizona State University. Copies are not included with this report to reduce paper usage. There are ratings and narratives covering 4 separate criterion and those are displayed in the individual evaluations. The set of criteria includes:

1. Presenter
2. Value of Information Presented
3. Overall Value of the Learning Experience from the Complete Program
4. Most Valuable Takeaways

Individual participant comments regarding session strengths as well as recommendation for improvement were also included.

Topic	Overall Rating - Value	Facilitator(s)
Leading High Performance Teams	1.25	1.25
Managing Projects in an Operational World	0.75	0.63
Developing Followership Skills	0.75	0.75
Ethics	1.38	1.38
Continuous Improvement	0.63	0.63
Stress Management in Your Work Environment	1.50	1.63

The overall value of the learning experience (criteria 3) for the complete Academy rated 1.63. The majority of courses were very well received with positive comments and recommendations on ways to enrich some of the courses. Those recommendations (all constructive in nature) are

considered when subsequent programs are designed, planned, and delivered, by Arizona State University and the Education Chair and Committee of the Arizona Municipal Clerks Association.

Some anonymously collected evaluation responses/comments regarding most valuable takeaways (criteria 4) are included below:

- *The information and variety of presenters was great. I really enjoyed the sessions that were interactive and had us doing work in groups.*
- *My most valuable takeaways are how to better identify stress. As Denise said, "what do we do when the battery in our phone dies? We plug it in and charge it. Well..... our batteries die too and we need to be recharged too. And that's OK. It's OK to take a day to recharge too." That hit home.*
- *I will use the sticky note projects with my peers. It's amazing how we take for granted that some people need that extra explanation of how to get things accomplished.*
- *Continuous learning is important - there is always something new to learn and information evolves.*
- *Project management skills will really come into play as I'm working on several projects that will impact my organization.*

Academy and Institute

Learning Methodology

ASU Bob Ramsey and Executive Education and Arizona Municipal Clerks' Association, support "Going Green" and protecting our environment. The decision was made to move forward with the 2016 Programs by providing materials electronically, instead of in a printed format. We will continue to implement this learning methodology/platform for all current/future programs.

Participants were informed to bring their tablet, laptop, and/or electronic device so they could have the option of viewing materials during the live/classroom program, in case they did not view in advance.

Knowledge Transfer Action Plan: Operational Planning

This session teaches methodologies for the transfer of learning to Clerk operations and municipal government (or special districts). Based on the operational planning process and through facilitated conversation, participants utilize a systems approach to discussing sessions, their connections, and possible applications. Planning elements of goals, objectives and related action plans are presented and discussed.

Each Institute participant seeking CMC accreditation submitted a Knowledge Transfer Action plan that was reviewed and approved by the Institute Director. Each Academy participant seeking MMC accreditation submitted a Knowledge Transfer Action Plan that was reviewed and approved by the Institute Director.

Session Presenters

Institute and Academy instructors and consultants were drawn from Arizona State University, and municipalities, including but not limited to Chandler, Flagstaff, Gilbert, Glendale, Mesa, Phoenix, Peoria, Scottsdale, Tempe, and Tucson, Arizona. As the AMCA Education Committee knows, we attempt to utilize the instructional/practitioner expertise of experienced Municipal Clerks, in sessions that impact specific areas of Clerk operations. As is the usual practice for Arizona Institute

and Academy classes, sessions are designed to be interactive and to maximize critical and creative thinking opportunities.

Budget

A budget document was forwarded to the President of the AMCA and the League of Arizona Cities and Towns. Maintaining financial health and operating within budget parameters continues to be an important focus of Institute and Academy planning, development, and delivery.

Future Plans

Each year the main objective of the Institute Director is to provide a program that meets the needs and requirements of the Clerks in Arizona State. Based on conference calls, emails, and communication with the AMCA Education Committee members, and the AMCA Education sub-committee members, topics of interest are discussed, with preliminary program drafts shared and reviewed. Providing management and leadership sessions is a large part of the program, and incorporating topics not currently offered within AZ State can sometimes be challenging. Sharing knowledge and topics of interest is very critical and important, as new clerks may be joining the program for the first time. We want to offer all participants a well-rounded, meaningful, and useful Academy and Institute, allowing them the opportunity to interact, share, and build beneficial networks.

This report was prepared and submitted by:

Linda Hess, M.Ed., CPM
Institute Director
Sr Program Manager
Bob Ramsey Executive Education

Questions and comments may be directed to:

Linda Hess
602.496.1305
Linda.Hess@asu.edu

SESSION DESCRIPTIONS
2022 AZ MUNICIPAL CLERKS INSTITUTE & ACADEMY

Institute

Monday, 8:30 am – 12:30 pm: Walking the Tightrope: Legal Challenges for Municipal Representatives

Facilitator: Kelly Schwab and Christina Estes-Werther

This session will provide an overview of the Arizona Open Meeting Law (“OML”), the Arizona Public Records Laws, and conducting Council meetings

Monday, 1:30 pm - 3:30 pm: Critical Thinking

Facilitator: Amanda Freeman

This 2-hour workshop will offer a basic foundation of understanding critical thinking, and how to move forward with our thinking. The workshop will be a discussion environment and will cover the definition of the stages in, and barriers to critical thinking. We will also discuss errors in thinking, and a basic plan to practice and use critical thinking in everyday life.

Monday, 3:30 pm - 5:30 pm: Generational Dynamics

Facilitator: Chrys Davis

This session will examine the dynamic interplay between the generations presently in the workforce. It will provide strategies for successfully leading inter-generational teams.

Tuesday, 8:00 am - 12:00 pm: Public Management and Politics

Facilitator: Tammy Perkins

Public Management and Politics is designed to explore the relationship between politics and public administration, provide practical concepts that successfully manage political environments and practice political astuteness.

Tuesday, 1:00 pm - 5:00 pm: The Bases of Power – Exercising the Power of Your Profession

Facilitator: Mary Stratta

This session will discuss tips and methods for a city clerk to recognize and promote the city clerk as a true leader in their city organization and community by embracing and utilizing the power inherent in the position. Participants will discuss the basis of the five types of formal and personal power – referent, expert, legitimate, reward, coercive – and applicability to the clerk profession, as well as the relation between power and leadership styles. Then the session will focus on ideas for promoting the municipal clerk position and office within your city organization and your community. Participants will be provided with a work plan template to develop a personalized plan for promoting the municipal clerk’s office and position with target audiences.

Wednesday, 8:00 am - 12:00 pm: The Budget and Your Municipality

Facilitator: Pat Walker

This session will discuss strategic goals, processes, services, and goals for citizens as related to the budget and your municipality.

Wednesday, 1:00 pm - 3:00 pm: Shared Knowledge in Your Work Environment

Facilitator: Linda Hess

Engage with fellow colleagues in an environment of shared learning and knowledge transfer; the economic impact of the pandemic (staff shortages, retention, competing for staff with other areas), housing increases/taxes, homelessness in communities and other economic factors related to the work environment.

Thursday, 8:00 am - 12:00 pm: Implicit Bias & Microaggression

Facilitator: Carla Mahnke and Ashanta Marshall

Attendees will be introduced to the topic of implicit bias and microaggressions by engaging in a thoughtful dialogue with the presenter. Implicit or unconscious bias refers to the automatic thoughts or attitudes that affect our everyday actions and decisions. Individuals develop associations over the course of a lifetime by way of life experience and influences from the media, news, and society. Microaggressions are everyday verbal, non-verbal, behavioral, or environment slights, snubs, or insults (intentional and unintentional) that can communicate hostility or negativity towards marginalized groups.

Attendees will learn about the concepts and impact of implicit bias and microaggressions, gain an understanding of common occurrences of microaggressions, and develop knowledge and skills to take meaningful action in recognizing and responding to interactions in the professional environment.

Thursday, 1:00 pm - 5:00 pm: Cultural Competency

Facilitator: Denise Beagley

There are four main core components to this concept; cognitive, physical, and emotional, and motivational. Cultural Intelligence can be understood as the capability to relate and work effectively across cultures and various disciplines. We need to explore our own self and see things through the eyes of others to achieve a higher level of acceptance. Videos and self-reflections will be utilized to encourage group participation.

Friday, 8:00 am - 12:00 pm: Negativity and Negaholics

Facilitator: Aaron Peterson

Negative thinking is common for everyone, sometimes happening so often we don't even see it anymore. This seminar will explore how we are all hardwired to think negatively, what causes us to think that way, and how that impacts us. By understanding the roots of this ancient protective mechanism, we can then explore ways to better manage our reactions. We will learn to avoid the irrational negativity, and to more effectively control the stressful situations that can cause us to question our abilities.

Friday, 1:00 pm - 3:00 pm: Clerks Panel - Overview of Key Clerk Functions

Facilitator: Lisa Garcia (Florence), Ben Lane (Scottsdale), Darcie McCracken (Goodyear), and Annie Meredith (Kingman)

Most City and Town Clerks oversee their jurisdiction's records management and election programs along with handling public records requests. Additionally, Clerks must ensure their staff have the needed tools and resources to successfully do their job. Having a well-rounded team is essential for ensuring tasks and duties are completed accurately and efficiently. In this session, we will explore best practices for managing tasks and responsibilities, building professional relationships, developing staff, and overseeing elections, records, and public records requests among other topics.

Academy

Tuesday, 8:30 am - 12:30 pm: Leading High Performance Teams

Facilitator: Chrys Davis

This course will examine the unique characteristics of high performing teams.

Tuesday, 1:30 pm - 5:30 pm: Managing Projects in an Operational World

Facilitator: Marissa Akins and Jennifer Smolnik

Within the scope of our daily jobs, we may be asked to lead or participate in a project along with our routine duties. What does it look like when operation-related tasks lead way to becoming a project? And how exactly are our daily operations different from projects? Our topic will look at tips for how to be an on-call project manager in an operational environment, focusing on how to engage people in project management, while still honoring the daily “making the donuts.”

Wednesday, 8:00 am - 12:00 pm: Developing Followership Skills

Facilitator: Aaron Peterson

Followership skills are directly linked with and set the foundation for leadership skills and developments. This program will explore that connection, focusing specifically on the Thinking skills and Doing skills at the center of every effective follower. Participants will learn about core skills that can then be applied to other situations and tasks.

Wednesday, 1:00 pm - 5:00 pm: Ethics

Facilitator: Kim Humphrey

In this session we will define ethics, and creating and maintaining an ethical environment by looking through the lens of public policy determination.

Thursday, 8:00 am - 12:00 pm: Continuous Improvement

Facilitator: Amanda Freeman

Continuous improvement is an ongoing effort to improve the quality of products, services, or processes. This class introduces participants to tools such as process mapping, Impact effort Matrix, fishbone diagrams and more, for identifying opportunities to streamline processes and reduce waste, saving them and their organization(s) time and resources, while maintaining or improving the quality of services.

Thursday, 1:00 pm - 5:00 pm: Stress Management in Your Work Environment

Facilitator: Denise Beagley

Our work can be overwhelming. Our challenge is to maintain our resilience so that we can keep doing the work with care, energy, and compassion. As caregivers, we are often stressed and don't know why. Without realizing the effects that life circumstances have on us, we tend to sweep our feelings of frustration, sadness and turmoil under the rug. This session will discuss information on managing stress in your work environment.