

**YAVAPAI COUNTY CONTRACT
BETWEEN YAVAPAI COUNTY**

AND

TBD

Contract #TBD

This Yavapai County Contract (hereinafter this "Contract") is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County") and TBD, a(n) Corporation (hereinafter the "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on August 14, 2026, the County issued a Request for Proposal, Solicitation No 27-DEV-01 ("RFP" or "Solicitation"); and,

WHEREAS, upon evaluation of the Offers as submitted, the County, upon a determination that Contractor is a Responsible Offeror whose Offer conforms to the requirements as set forth in the RFP and is the most advantageous to the County concerning price and conformity to the Specifications; and,

WHEREAS, County has authorized an Award to Contractor and approved the execution of this Contract; and,

WHEREAS, County and Contractor desire to enter into this Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

1. TERM

Choose one of three term options.

The term of the Contract shall commence on the date of Award and shall continue for a period of Three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein. If all conditions are met during this period, the contract may be extended for up to Two (2) additional one-year Contracts.

1.1. Cancellation for Conflict of Interest

County may cancel this Contract pursuant to A.R.S. § 38-511 for conflict of interest.

1.2. Cancellation for Convenience

County reserves the right to immediately cancel this Contract without penalty or recourse, in whole or in part, when County determines cancellation to be in the best interests of County. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable

Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.

1.3. Cancellation for Non-performance or Contractor Deficiency

County reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of this Contract. County may issue a written deficiency notice to Contractor for any material violation of this Contract, including, but not limited to, the following:

- A. Failing to comply with the accepted terms and conditions of this Contract.
- B. Providing material that does not meet the Specifications of this Contract.
- C. Providing work and/or material that was not awarded under this Contract.
- D. Failing to adequately perform the services set forth in the scope of work.
- E. Failing to complete required work or furnish required materials within a reasonable amount of time.
- F. Failing to make progress in performance of this Contract and/or giving County reason to believe that Contractor will not or cannot perform the requirements of this Contract.
- G. Performing work or providing services under this Contract prior to receiving a County approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) Days to provide a satisfactory response to County to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by County, along with documents, data, and reports prepared by Contractor under this Contract shall become the property of County.

1.4. Continuation of Performance

Contractor shall continue to perform in accordance with the requirements of this Contract, up to the date of cancellation and as directed in the cancellation notice.

1.5. Cancellation for Improper Conduct

County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of County with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and County's policy regarding gratuities. Samples of software, equipment, or hardware provided to County for demonstration or evaluation are not considered gratuities.

1.6. Cancellation for Lack of Appropriation

Every payment obligation under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and available for the continuance of this Contract, this Contract may be terminated at

the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. CONTRACT AWARD AND CONTRACT DOCUMENTS

This Contract awards a contract under Solicitation No. 27-DEV-01. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's Offer are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following documents as attached hereto are incorporated herein and made a part of this Contract:

- A. This Contract and any amendments or modifications to this Contract.
- B. Solicitation No. 27-DEV-01; and
- C. Contractor's Offer.

3. SUBCONTRACTS AND AMENDMENTS

3.1. Amendments

This Contract may be modified only through a written amendment. Changes to this Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized County employees or agents or made unilaterally by Contractor are violations of this Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. This Contract may be amended by County at any time to bring this Contract into compliance with applicable local, state, and federal laws and regulations.

3.2. Subcontracts

Contractor shall not enter into any Subcontract under this Contract without the advance written approval of Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of this Contract.

3.3. Assignment and Delegation

Contractor shall not assign any right nor delegate any duty under this Contract without a contract amendment executed by County and Contractor. Contractor shall provide notice of any proposed assignment or delegation to the Solicitation Contact Person.

4. CONTRACT ORDER OF PRECEDENCE

Solicitation No. 27-DEV-01, Contractor's Offer, and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments, interpretations will be based on the following priorities in the following order:

- A. Amendments and/or modifications to this Contract;
- B. This Contract;
- C. Solicitation No. 27-DEV-01; and

D. Contractor's Offer.

5. BASIC OBLIGATIONS OF THE PARTIES

- A. County agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. 27-DEV-01, and this Contract in an amount not to exceed Work will be authorized on an as-needed basis. There is no minimum guarantee of work during the term of the master agreement. The County is currently requesting funds from Board of Supervisors for an estimate of \$30,000 to \$100,000.00 per fiscal year (July 1 – June 30).(TBD), "Contract Price". All on-going costs and expenses are the sole responsibility of Contractor.
- B. County agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.
- C. Contractor shall provide the services identified in Contractor's Offer.

6. NOTICES

All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) Business Days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:

Yavapai County Board of Supervisors
Attn: Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

If to Contractor to:

TBD
TBD
TBD
TBD

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

7. DISPUTE RESOLUTION, GOVERNING, AND VENUE

7.1. Governing Law

This Contract is governed by and construed in accordance with the laws of the State of Arizona.

7.2. Venue

The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court, and the parties agree that the Arizona Superior Court in Yavapai County shall have jurisdiction over the matter.

7.3. Alternative Dispute Resolution

In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

8. CONTRACTUAL REMEDIES

The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by this Contract.

8.1. Right to Assurance

If County in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing this Contract, County may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of this Contract. Upon anticipatory breach, County may pursue all remedies, including termination of this Contract. Contractor may also be required to pay to County all or part of the funds that were paid by County to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of County, including attorney fees.

8.2. Stop Work Order

- A. County may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) Days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- B. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Solicitation Contact Person shall make an equitable adjustment in the delivery schedule or Contract price, or both, and this Contract shall be amended in writing accordingly.

8.3. Nonconforming Tender

Products and materials supplied under this Contract shall fully comply with this Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with this Contract constitutes a material breach of contract. On delivery of nonconforming materials, County may terminate this Contract or pursue any other right or remedy available to it.

8.4. Right to Offset

County shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by County as a result of Contractor's nonconforming performance or failure to perform this Contract.

8.5. Non-exclusive Remedies

The rights and the remedies of the parties under this Contract are not exclusive.

8.6. Force Majeure

Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. As used in this Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- B. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in this Contract.
- C. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

9. RELATIONSHIP OF PARTIES

Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold

Social Security and income taxes for itself or any of its employees. County shall have no contractual relationship with any subcontractor.

10. PAYMENT

10.1. Contractor Invoice

Contractor shall invoice County after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to Solicitation Contact Person.

10.2. Contractor Payment

Upon approval, County shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) Days from receipt of Contractor's invoice.

10.3. IRS W-9

Contractor shall have a current I.R.S. W-9 Form on file with County to receive payment under this Contract.

10.4. Correct Billing

Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to County within the time allowed by law, in the form of a check or credit memo, as determined by County.

10.5. Progress Payments

County may make progress payments under the following conditions: 1) County and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) County accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, and any and all other applicable rules and regulations.

11. PRODUCT CHANGES

11.1. Current Products

Contracts shall be for materials and equipment in current production at the time the Offer is submitted.

11.2. Discontinued Products

If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. County may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract Specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. County, in its sole and absolute discretion, may approve the request by

issuing notice to Contractor or a Contract amendment. Upon approval by County, Contractor shall make available electronic price lists/catalog updates at no additional cost to County.

12. RISK AND LIABILITY

12.1. Risk of Loss

Contractor shall bear all loss of conforming material covered under this Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.

12.2. Indemnification

To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement. If this Contract is subject to the limitations of A.R.S. §§ 34-226 or 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by those statutes.

13. SHIPPING AND DELIVERY

13.1. Shipping Terms

Prices shall be F.O.B. Destination to the delivery location(s) designated by The County. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The County will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspections. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

13.2. Shipping Charges

County shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

13.3. Shipping Errors/Risk of Transportation

Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

14. TAXES

14.1. Payment of Taxes

County is responsible for payment of all taxes listed on the invoice except as otherwise outlined herein. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

14.2. Pre-tax Prices

Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by County.

14.3. Federal Excise Tax

County is exempt from paying federal excise tax.

14.4. Property Taxes

County is exempt from property taxes.

14.5. State and Local Transaction Privilege (Sales) Taxes

County is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from County does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

14.6. Tax and Withholding Indemnification

Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold County harmless and shall require its subcontractors to hold County harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

15. TIME OF THE ESSENCE

Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the County using an acknowledgment of receipt of order and intent to perform without delay for instruction. The County reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damages(s) incurred as a result of delay.

16. WARRANTY AND QUALITY GUARANTEES

16.1. Fitness

Contractor warrants that all equipment, material, and services supplied to County shall fully conform to all requirements of this Contract and all representations of Contractor and shall be fit for all purposes and uses required by this Contract.

16.2. Inspection

Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by County.

16.3. Quality

Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of this Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:

- A. Of a quality to pass without objection in the industry or trade normally associated with them;
- B. Fit for the intended purposes for which they are used;
- C. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by this Contract;
- D. Adequately contained, packaged, and marked as this Contract may require; and
- E. In conformance with the written promises or affirmations of fact made by Contractor.

16.4. Compliance with Applicable Laws

The equipment, materials, and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.

16.5. Warranty Requirements

Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the Specifications of this Solicitation.

16.6. No Liens

Contractor warrants that the materials supplied under this Contract are free of liens.

16.7. Survival of Rights and Obligations

- A. Contractor's Representations and Warranties. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination of this Contract.
- B. Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of this Contract, unless otherwise directed in writing by Solicitation Contact Person.

- C. The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the County, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the County, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to County's satisfaction within a reasonable period of time, County may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise or reduce or eliminate any legal or equitable remedies.

17. THIRD PARTIES

Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Contract is not intended to benefit any third party.

18. IMPLIED CONTRACT TERMS

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

19. WAIVER

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant, condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

20. HEADINGS AND CONSTRUCTION OF CONTRACT

In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

21. FAIR MEANING

This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

22. COMPLIANCE WITH LAW

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.

23. MATERIAL CHANGE IN LAW OR REGULATION

In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If County and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) Days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.

24. SEVERABILITY/UNENFORCEABLE PROVISIONS

In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

25. STATE AND FEDERAL TERMS

25.1. Immigration Law Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and County shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. County retains the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

25.2. Prohibition of Boycott of Israel

If Contractor engages in for-profit activity and has ten or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393, et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

25.3. Certification Pursuant to A.R.S. § 35-394

Contractor certifies that it does not currently, and agrees for the duration of this Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with the written certification, Contractor shall notify County within five business days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 days after notifying County of the

noncompliance, this Contract terminates, except that if this Contract termination date occurs before the end of the remedy period this Contract terminates on this Contract termination date.

25.4. Americans With Disabilities Act

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

26. WAIVER OF JURY TRIAL

The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.

27. PAROL EVIDENCE

This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.

28. ENTIRE CONTRACT

This Contract and any Exhibits contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.

29. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.

30. LEGAL CONTRACT

This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind

itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

31. INSURANCE

Contractor shall procure and maintain, until all its obligations under this Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or this Contract.

31.1. Insurance Coverage

Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

Commercial General Liability – Occurrence Form.

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Yavapai shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

Business Automobile Liability.

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the County of Yavapai as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

31.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include the following provisions:

- A. Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.
- B. Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.

31.3. Notice of Cancellation

For each insurance policy required by these insurance provisions, Contractor shall provide to County, within two (2) Business Days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to Solicitation Contact Person.

31.4. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

31.5. Verification of Coverage

Contractor shall furnish County with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- A. All certificates and endorsements are to be received and approved by County before work commences. Each insurance policy required must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- B. All certificates required by this Contract shall have "Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers" and 1015 Fair Street, Prescott, AZ 86305 as "Certificate Holder" and be sent directly to Solicitation Contact Person. The Yavapai County project/Contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

31.6. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. County reserves the right to require, at any time throughout the life of this Contract, proof from Contractor that its subcontractors have the required coverage.

32. SAFETY

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and County property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health Act.

33. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances, and regulations pertaining to the lawful provision of services under this Contract. County reserves the right to stop work and/or cancel this Contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are suspended, or are terminated.

34. COOPERATIVE USE OF THIS CONTRACT

Yavapai County has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures ("SAVE") cooperative. This Contract may be extended for use by other municipalities, counties, school districts, and government agencies in the State of Arizona ("entities"). Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entities. Orders placed or services received by the other entities and payment thereof will be the sole responsibility of that entity. Yavapai County shall not be responsible for the contract or any disputes arising out of the transactions made by another entity.

35. NON-DISCRIMINATION

The Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the Contract or subcontract.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

County: Yavapai County, a political subdivision of
the State of Arizona

Contractor:

L. B. COMPTON, CHAIR

SIGNATURE OF AUTHORIZED AGENT

DATE SIGNED

FULL NAME, TITLE

DATE SIGNED

ATTEST:

JAYME RUSH, CLERK OF THE BOARD

DATE SIGNED