

# COMMUNITY DEVELOPMENT



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

A TEMPORARY USE PERMIT IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA

This certificate allows the owner applicant to conduct the temporary use  
Indicated below on the parcel/area indicated below

Case No.: TUP-001-24      Zoning District: CB-2      Date submitted: 01/08/24

Applicant: John Katsiris for T-Mobile (AZ Talio Ranch)

Applicant mailing address: 1426 N. Marvin St #101, Gilbert, AZ 85233

Temporary Use location/address: E. Water Way, Florence, AZ 85132

Tax Parcel: 201-20-007C      Permit Number: N/A

Size in acres: 14

Temporary Use Permitted: Cell on Wheels (C.O.W.) during Country Thunder 2024

Legal Description: That portion of the SE SE SEC 17-4S-10E lying S of S/A ROW except approximately 760 of the SE SE thereof

Expiration Date: 04/30/2024

This Temporary use permit is conditionally approved subject to the following conditions:

- The layout and set up will be as shown and set forth on applicant's submittal documents;
- all Federal, State, County and Local rules and regulations shall be adhered to and all applicable and required submittals, plans, approvals and permits be obtained to include but not limited to planning clearance, building or installation permits;
- the applicant shall keep the area free of trash, litter, and debris;
- Violation of conditions under which this permit is issued shall cause the permit to become null and void.

  
\_\_\_\_\_  
Brent Billingsley, Community Development Director

01/17/2024  
\_\_\_\_\_  
Date

COMMUNITY DEVELOPMENT  
Planning Division



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

A TEMPORARY USE PERMIT IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA

This certificate allows the owner applicant to conduct the temporary use  
Indicated below on the parcel/area indicated below

Case No.: TUP-004-24      Zoning District: CB-2      Date submitted: 01/10/24

Applicant: Ben Feldman, BMF Dev for Verizon (AZ Talio Ranch)

Applicant mailing address: 1345 E. Chandler Blvd #203, Phoenix AZ 85048

Temporary Use location/address: 20585 E. Water Way, Florence, AZ 85132

Tax Parcel: 201-20-006D      Permit Number: N/A

Size in acres: 29.9

Temporary Use Permitted: 2X Cell on Wheels (C.O.W.) during Country Thunder 2024

Legal Description: A Portion of the SW of SEC 17-04S-10E

Expiration Date: 04/30/2024

This Temporary use permit is conditionally approved subject to the following conditions:

- The layout and set up will be as shown and set forth on applicant's submittal documents;
- all Federal, State, County and Local rules and regulations shall be adhered to and all applicable and required submittals, plans, approvals and permits be obtained to include but not limited to planning clearance, building or installation permits;
- the applicant shall keep the area free of trash, litter, and debris;
- Violation of conditions under which this permit is issued shall cause the permit to become null and void.

Brent Billingsley, Community Development Director

01/17/2024

Date

COMMUNITY DEVELOPMENT  
Planning Division

# BUILDING SAFETY

*INSERT DOCUMENTS*

# **ENVIRONMENTAL HEALTH**

PERMIT NO. PTO-20-0020

PINAL COUNTY  
ENVIRONMENTAL HEALTH SERVICES

**EXPIRES**  
October 31, 2024  
**NOT TRANSFERABLE**

**POST CONSPICUOUSLY**

**OWNER:** COUNTRY THUNDER WEST, LLC

**CLASSIFICATION:** Camp Grounds (Risk 1)



**PERMIT TO OPERATE**



**Business Location**

**MAILING ADDRESS**  
COUNTRY THUNDER WEST  
730 GALLATIN PIKE N  
MADISON, TN 37115

COUNTRY THUNDER WEST  
20585 E WATER WAY  
FLORENCE, AZ 85132

THIS ESTABLISHMENT HAS MET THE NECESSARY REQUIREMENTS OF PINAL COUNTY ENVIRONMENTAL HEALTH SERVICES. THIS ESTABLISHMENT SHALL BE OPERATED BY THE PERMITTEE IN FULL COMPLIANCE WITH THE REGULATIONS APPLICABLE THERETO, BOTH THE DULY ADOPTED PINAL COUNTY SANITARY CODE AND THE LAWS OF THE STATE OF ARIZONA. THIS PERMIT IS REVOCABLE BY THE HEALTH OFFICER OF PINAL COUNTY FOR FAILURE OF THE PERMITTEE TO MEET SUCH REQUIREMENTS. THIS PERMIT IS VALID FOR ONE YEAR UNLESS SUSPENDED OR REVOKED.

**CHRISTOPHER REIMUS**  
**ASSISTANT DIRECTOR OF**  
**ENVIRONMENTAL HEALTH SERVICES**

**IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION**

PERMIT NO. PTO-20-0020

EXPIRATION DATE: 10/31/2024

ESTABLISHMENT COUNTRY THUNDER WEST

**The Pinal County Environmental Health Services Permit To Operate printed above must be posted in a public area at the business location address listed. If you have any questions regarding this permit please call (866) 287-0209.**

**REPLACEMENT PERMITS**

Keep this portion of your permit separate, in case you need a replacement for any lost, stolen or destroyed permit. A \$25 fee will be charged for the replacement of a permit. Send the \$25, in a check or money order, along with a copy of this form to the Pinal County Public Health, P.O. Box 2945, Florence, AZ 85132. You will received your replacement permit within two to three weeks.

**OTHER IMPORTANT INFORMATION**

This permit is not transferable to another person or location, please contact Pinal County Environmental Health Services, at (520) 866-6864 or Public Health, P.O. Box 2945, Florence, AZ 85132 if you plan on transferring control of the business or if you plan of moving or remodeling the business.

This permit to operate is not a business license please check with the local municipalities for their requirements.

**Mobile Food Units** - Prior to conducting mobile food operations, all mobile food operators must check with the county and/or municipal Planning & Zoning Official to verify zoning requirements and obtain approval for the location(s) from which the mobile food unit will be operated. Depending on the nature, scope and location of the mobile food operation it may be necessary to obtain a business license and acquire approvals from other departments including Building, Fire, Public Works, Police or Sheriff in addition to the Zoning Department Approval

**INTERNET SITE**

Visit our website for information on obtaining Food Handlers Certification, to review the Arizona Food Code or for lots of other valuable information at [pinalcountyaz.gov/Departments/EnvironmentalHealth](http://pinalcountyaz.gov/Departments/EnvironmentalHealth)

# **INFORMATION TECHNOLOGY**



Market: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

**TEMPORARY SITE LICENSE**

**LICENSOR:** Country Thunder West, LLC  
730 N. Gallatin Pike  
Madison, TN 37115

**LICENSEE:** **New Cingular Wireless PCS, LLC and its affiliates**

**TERM:** March 15, 2024 through April 20, 2024

**LICENSE FEE:** A one-time payment of five-thousand dollars (\$5000.00)

**COMMENCEMENT DATE:** March 15, 2024

**LICENSED SITE:** 20585 East Price Station Road  
Florence, AZ 85132  
**APN: 201-20-006D**

1. **License of Site.** During the Term hereof, Licensor hereby licenses that certain portion of the property generally depicted on Exhibit A attached hereto (the “**Property**”) at the Licensed Site and grants to Licensee the right to install, operate and maintain at Licensee’s expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the “**Equipment**”) at the Property. Licensee shall at all times during the Term have the unrestricted right to enter or leave the Property with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. At its discretion, Licensee may take at its expense reasonable measures and precautions necessary to protect the Equipment.

2. **License Fee.** Not later than March 15, 2024, Licensee shall pay Licensor the one-time License Fee of Five Thousand and 00/100 Dollars (\$5000.00).

3. **No Extensions.** The Term of this License shall not be extended, except by an amendment in writing signed by both parties. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a day-to-day basis at an equivalent daily prorated rate.

4. **Removal of Equipment and Site Condition.** Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, and shall leave the Licensed Site in substantially

Market: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

**5. Indemnification; No Consequential or Indirect Damages.** Licensee shall indemnify and hold Licensor, and its parents, subsidiaries, affiliated companies, directors, officers, agents and employees (collectively, the "Licensor Parties") harmless against any liability or loss from personal injury, death, or property damage resulting from or arising out of the use or occupancy of the Property by Licensee or its employees or agents; provided, however, Licensee shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be caused by the negligent or intentional acts or omissions of Licensor or its employees or agents. Licensor shall indemnify and hold Licensee harmless against any liability or loss from any third party claim for personal injury or property damage resulting from or arising out of the negligent or wilful misconduct of the Licensor Parties or its employees or agents during the Term, except Licensor shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the negligent or intentional acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensor and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability solely resulting from a claim for breach of contract.

**6. Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

**7. Intentionally Omitted.**

**8. Electrical Service/Telephone Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for the electric service and fees needed for the operation of Licensee's equipment. Licensor agrees to grant the electric utility company any necessary permission, including temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

**9. Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, Licensee and Licensor shall cooperate to identify an alternative Licensed Site, reasonably acceptable to Licensor and Licensee. If the alternative Licensed Site is not mutually acceptable, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this Agreement.

**10. Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

Market: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

addressed in the case of Licensor to:

County Thunder West, LLC  
730 Gallatin Pike N  
Madison, TN 37115

If to Tenant

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder (AZ)  
Fixed Asset No: 10123020  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC  
AT&T Legal Department- Network  
Attn: Network Counsel  
Re: Cell Site #: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder (AZ)  
Fixed Asset No: 10123020  
208 S. Akard Street  
Dallas, Texas, 75202-4206

With a copy to local contact:

New Cingular Wireless PCS, LLC  
Attn: AZ/NM Network Property Management  
Re: Cell Site #: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder (AZ)  
Fixed Asset No: 10123020  
1355 West University Drive  
Mesa, AZ 85201

**11. Waiver.** Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**12. Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

Market: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

**13. Intentionally Omitted.**

**14. Licensor's Representations.** Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

**15. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State in which the Licensed Site is located.

**16. Insurance:** During the Term, Licensee shall procure and maintain (or cause to be procured and maintained) one or more policies of commercial general liability insurance in commercially reasonable amounts to cover the Equipment and Licensee's indemnity obligations set forth in this License, which CGL policy shall name Licensor, Country Thunder Holdings, LLC, and their respective parents, subsidiaries, affiliated companies, directors and officers, employees and agents as additional insureds. Such policy shall be written on a primary and non-contributory basis. Licensee shall provide to Licensor a Certificate of Insurance evidencing the insurance coverages required by this Agreement on or before the earlier of twenty (20) days after the date of this License or prior to Licensee commencing work at the Licensed Premises. Licensee's insurance policies shall include: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Licensed Site, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, with Automobile liability (including hired and non-owned autos) up to One Million Dollars (\$1,000,000), based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. The CGL policy shall include a waiver of subrogation with respect to Licensor, Country Thunder Holdings, LLC, and their respective parents, subsidiaries, affiliated companies, director's officers, agents and employees.

[Signatures appear on next page]

Marker: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

IN WITNESS WHEREOF, the parties have executed this License as of the 3<sup>rd</sup> day of January, 2024.

**LICENSOR:**

Country Thunder West, LLC  
a Delaware limited liability company

By: Allison Farden  
Name: Allison Farden  
Title: Project Manager  
Date: January 3, 2024

**LICENSEE:**

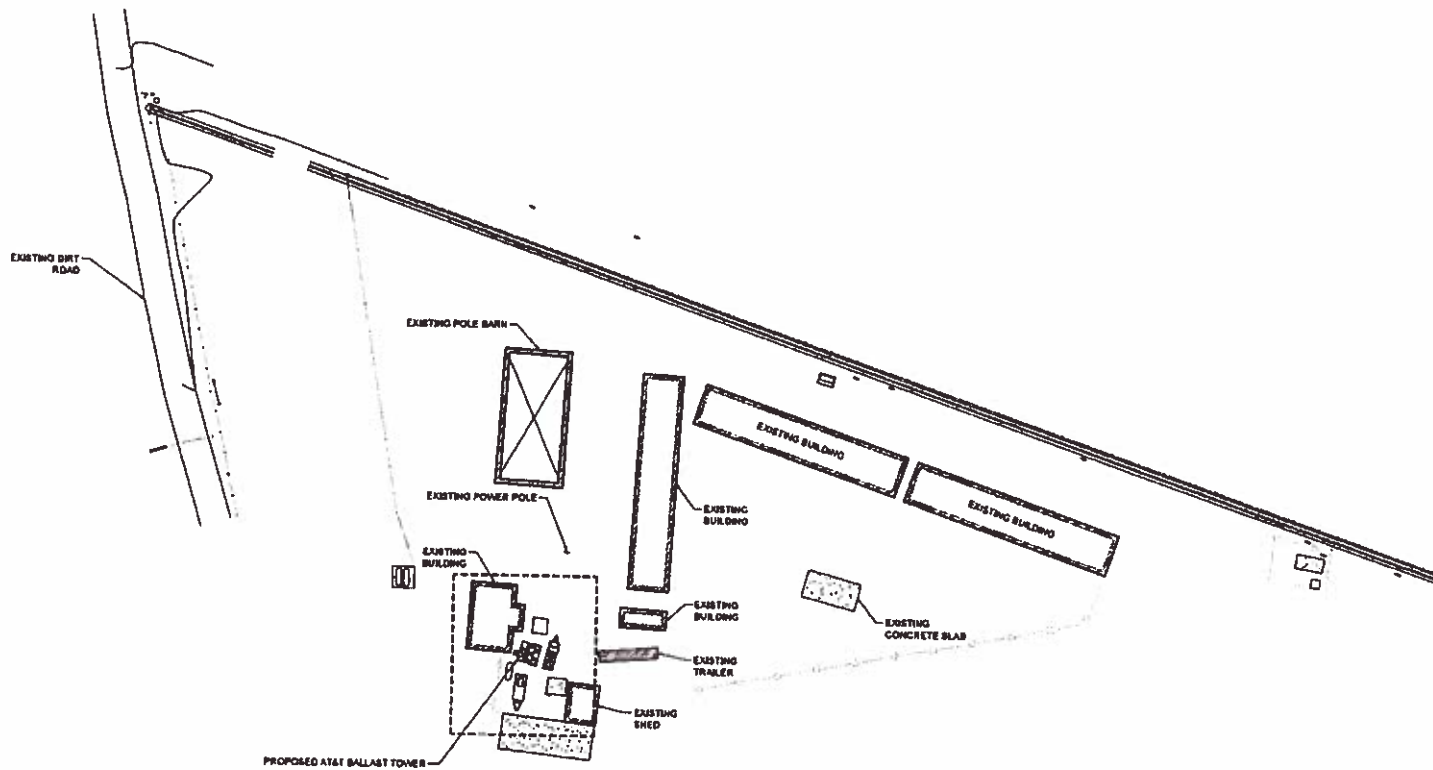
New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: Len F Dalton  
Name: LEN F DALTON  
Title: DIRECTOR  
Date: 1/24/24

Market: AZ/NM  
Cell Site Number: 4565-AA & 4584-AA & 4585-AA  
Cell Site Name: Country Thunder 2024  
FA Number: 10123020

EXHIBIT A



1  
28

OVERALL SITE PLAN

SCALE 1" = 40'

22 1/2" SCALE 1" = 40'

17 1/2" SCALE 1" = 40'



1354 W. UNIVERSITY DR.  
MESA, AZ 85201

PLANS PREPARED BY  
**Young  
design corp**

10245 E. Va Linda, Scottsdale, AZ 85258  
ph: 480 451 9808 fax: 480 451 9808  
e mail: corp@ydc.com

SEAL  
This drawing is prepared and the property of Young Design Corporation (YDC) is provided solely by YDC and the authorized technical staff of YDC and no other persons shall be permitted to duplicate or reproduce this drawing without the written permission of Young Design Corporation.



Tim Ronald C. Young  
P.E., License No. 10000  
State of Arizona  
I am a duly Licensed Professional Engineer in the State of Arizona, and I certify that I am the author of the design shown on this drawing.

NO.	DATE	DESCRIPTION
1	07/12/21	20448 SUBMITTAL

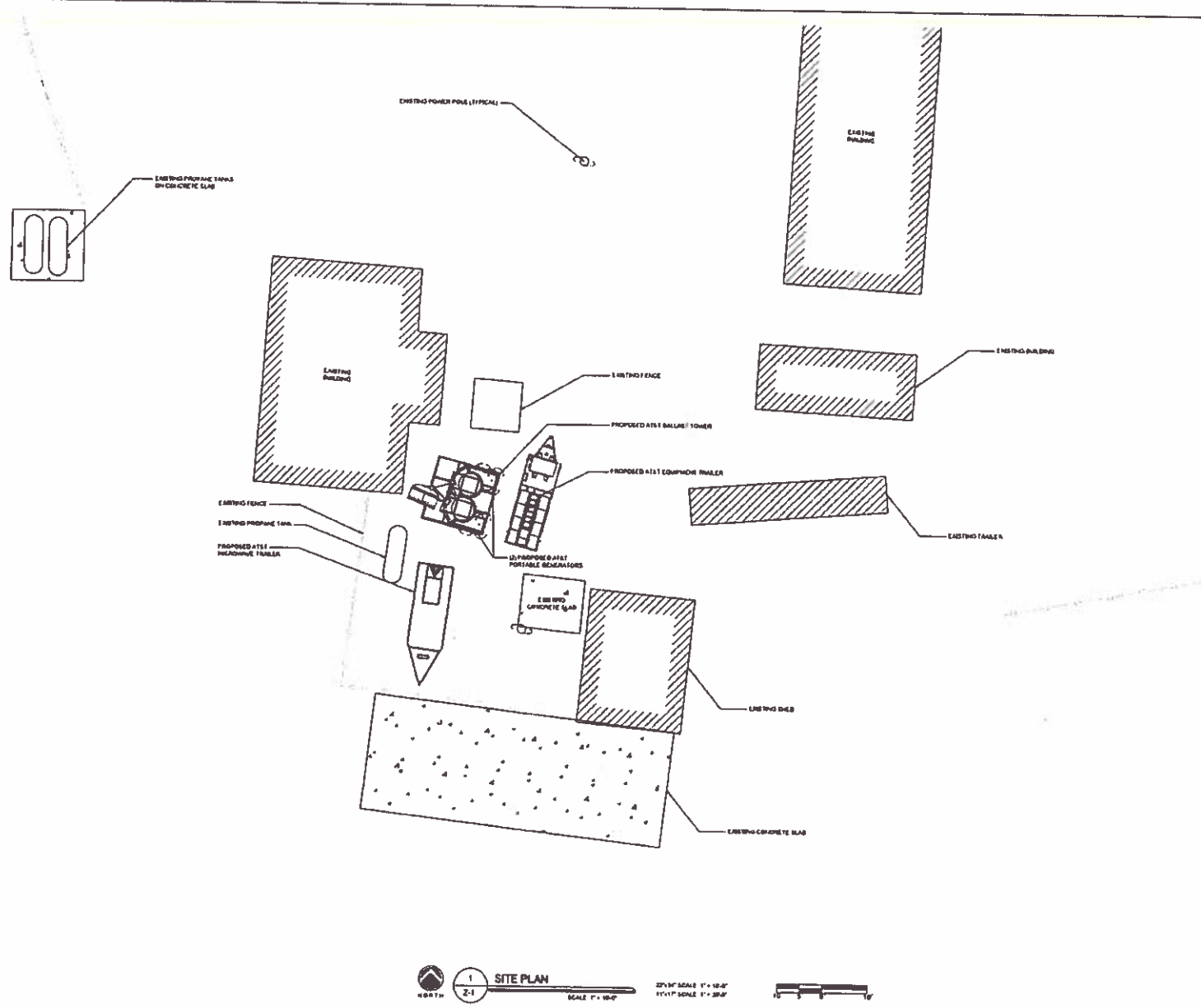
ARCHITECTS JOB NO.  
YDC-6517

PROJECT INFORMATION  
**COUNTRY THUNDER**  
TEMP SITE  
20585 E. PRICE STATION ROAD  
FLORENCE, AZ 85135

SHEET TITLE  
**OVERALL SITE PLAN**

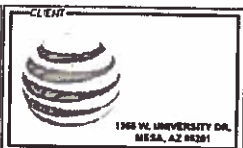
JURISDICTION APPROVAL

SHEET NUMBER  
**Z-0**






**1 SITE PLAN**  
 Z-1  
 SCALE 1" = 100'  
 20' X 20' SCALE 1" = 100'  
 10' X 10' SCALE 1" = 200'  

PLANS PREPARED BY  
**Young design corp**  
 10745 E Via Linda, Scottsdale, AZ 85258  
 ph: 480 431 9809 fax: 480 431 0006  
 e mail: [corp@ydcoffice.com](mailto:corp@ydcoffice.com)

SEAL  
 I am a duly licensed Professional Engineer in the State of Arizona and I hereby certify that I am the author of the design and drawings shown on this set of plans and that I am a duly licensed Professional Engineer in the State of Arizona.  
  
 RONALD C. TOLAND  
 License No. 10000  
 State of Arizona  
 My Commission Expires on 12/31/2011

NO.	DATE	DESCRIPTION
1	6/12/22	ISSUED SUBMITTAL

ARCHITECTS JOB NO. YDC-6617

PROJECT INFORMATION  
**COUNTRY THUNDER**  
 TEMP SITE  
 30565 E. PRICE STATION ROAD  
 FLORENCE, AZ 85132

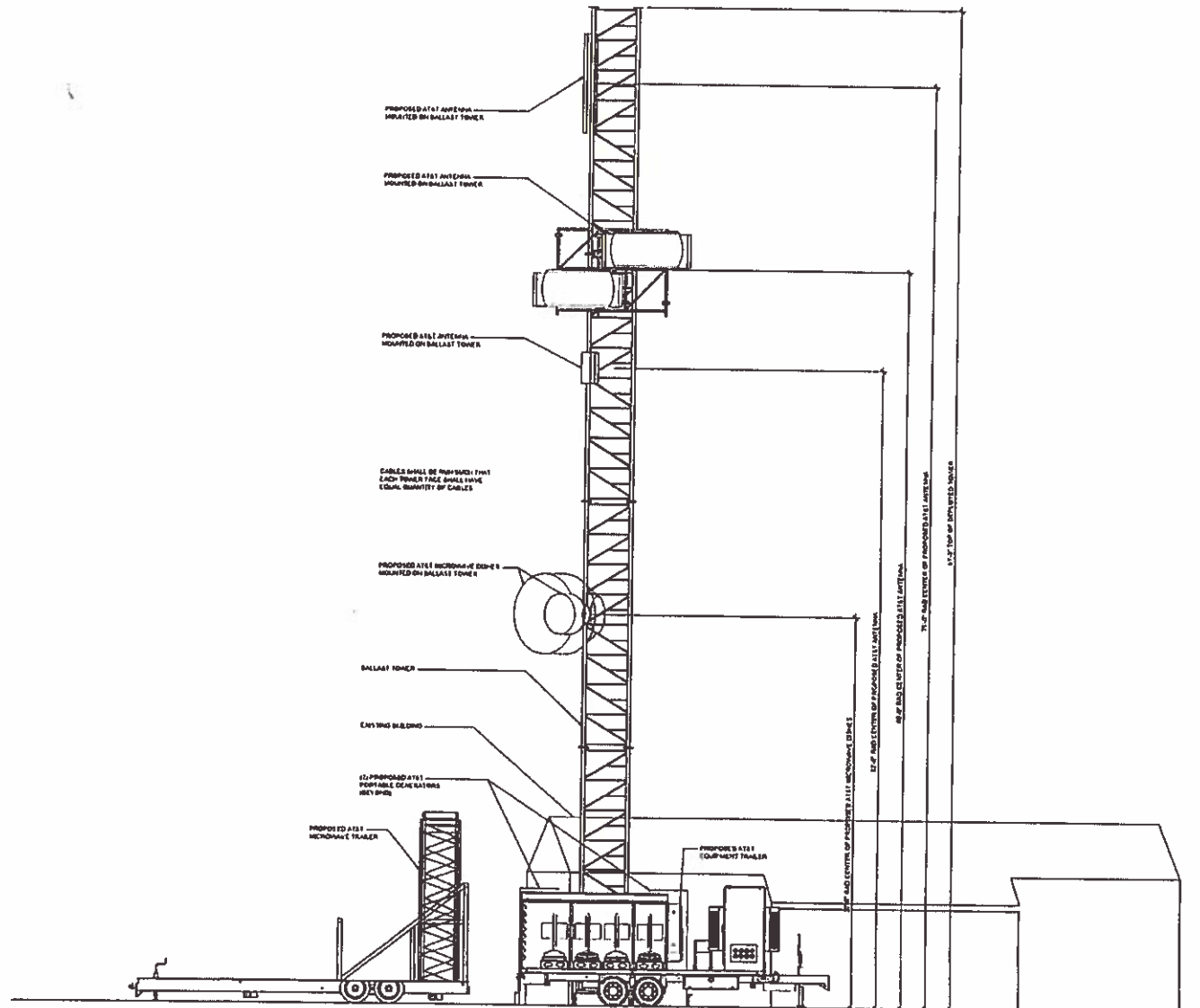
SHEET TITLE  
**SITE PLAN**

JURISDICTION APPROVAL

SHEET NUMBER  
**Z-1**

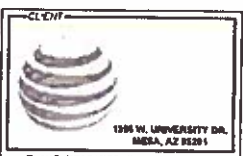






2 EAST ELEVATION  
2-3

SCALE 1/4" = 1'-0"  
1/8" = 1'-0"



PLANS PREPARED BY  
**Young Design Corp**  
19245 E. Via Linda, Scottsdale, AZ 85258  
ph: 480 451 9609 fax: 480 451 9608  
e-mail: [corp@ydcoffice.com](mailto:corp@ydcoffice.com)

SEAL  
I am a registered professional engineer in the State of Arizona and the holder of a valid license in the State of Arizona. I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I am not providing any false or misleading information. I understand that any violation of this seal may result in disciplinary action by the Board of Engineers and Surveyors of the State of Arizona.  
PROFESSIONAL ENGINEER



NO.	DATE	DESCRIPTION
1	9/13/13	2D and 3D Model

ARCHITECTS JOB NO.  
YDC-5617

PROJECT INFORMATION  
**COUNTRY THUNDER**  
TEMP SITE  
2088 E. PRICE STATION ROAD  
FLORENCE, AZ 85132

SHEET TITLE  
**EAST ELEVATION**

AUTHOR'S APPROVAL

SHEET NUMBER  
**Z-3**

**PINAL COUNTY  
SHERIFF'S OFFICE**

**Pinal County Sheriff's Office**  
**Off-Duty Law Enforcement Services Agreement**

**Parties**

This is an agreement between PINAL COUNTY, a political subdivision of the State of Arizona and the Pinal County Sheriff's Office hereafter referred to as "PCSO" and *\_Country Thunder West LLC* hereafter referred to as "Contractor".

**1. Purpose**

The purpose of this Agreement is to authorize the above named Contractor to employ off duty PCSO law enforcement personnel to perform law enforcement services such as traffic control, pedestrian safety, crowd control, event or property security, transportation escort, construction site security, and/or general protection of life and property.

**2. Term**

This agreement shall be in effect for a term of not to exceed one (1) year, commencing on the date of execution by the parties, except that off duty law enforcement services commenced prior to the expiration time, but concluded afterward, shall be subject to the terms of this agreement. Contractor's periodic, as needed, employment of off duty PCSO law enforcement personnel during the term of this agreement is authorized subject to the terms in the following paragraphs.

**3. Scope and Cost of Services**

To the extent that off duty PCSO law enforcement personnel elect to participate in approved off duty employment, PCSO will authorize off duty PCSO law enforcement personnel to perform off-duty services for Contractor. It is understood and agreed that the Sheriff, or designee, in his sole discretion, will determine whether a specific deputy will be available at any time for off duty employment. It is further agreed that the Sheriff may determine at any time that all PCSO law enforcement personnel are needed to perform regular law enforcement duty, and cannot be permitted to perform off duty work, notwithstanding this Agreement. In the event of that necessity, PCSO will give Contractor as much notice of personnel unavailability as is possible and reasonable. Except as expressly authorized by PCSO, all off-duty services shall be performed within the boundaries of Pinal County.

Contractor shall pay for personnel time and equipment use in accordance with the below fee schedule with the understanding that the Deputy pay rate has a minimum, but as the market can fluctuate based on demands the Contractor can pay above the minimum as appropriate:

Rate for Command Positions: \$80.00 per hour

Rate for Deputy Positions: \$70.00 per hour

Rate for Detention Officer Positions: \$70.00 per hour

Rate for Dispatch Positions: \$55.00 per hour

Rate for Posse Members: \$35.00 per hour

Rate for Community Resource Aides or Posse covering Sworn Positions: \$70.00 per hour

Equipment Fee \$2250.00 flat fee – This fee will be waived in lieu of Country Thunder West providing  
not less than 18 side by side off-road vehicles

and all fuel needed for those vehicles for PCSO to use during the entirety of the event.

*Minimum of 3-hours per Personnel and Vehicle assignment*

#### **4. Payment Schedule and Payment**

Contractor agrees to pay for the off duty PCSO law enforcement personnel services, upon proper billing and verification, the amount due according to the minimum rate schedule listed above. Designated PCSO administrative personnel will be responsible for scheduling off duty services, as well as billing and collecting pay due for services rendered by PCSO Posse. Off Duty Management will be responsible for billing and collecting pay due for services rendered by PCSO Commanders, Deputies, Detention Officers, Detention Supervisors, Detention Commanders and Community Resource Aides.

Contractor shall make all earned monies payable to:

- a) The individual PCSO Deputy working the off duty event(s) and shall furnish each Deputy with a Form 1099 reflecting any such payments; and
- b) The Contractor shall send all checks to:

Pinal County Sheriff's Office  
P.O. Box 867  
Florence, Arizona 85132

Designated PCSO administrative personnel will be responsible for distributing Contractor's checks to the individual officers. Payment shall be made to PCSO within fifteen (15) calendar days after completion of the off duty work and receipt of invoices for services rendered. Any late payments beyond the fifteen (15) day deadline may be referred to the Pinal County Attorney's Office or other reasonable means of collections as deemed appropriate by PCSO.

#### **5. Command and Control**

Specific Contractor requirements must be coordinated and approved prior to the event by the Sheriff or the Sheriff's designee. In order to assure proper supervision of an event where security services are requested, at least one (1) in every five (5) deputies employed must be a PCSO supervisor. The Sheriff or the Sheriff's designee must authorize any exceptions in advance. It is understood that by law and PCSO policy, PCSO law enforcement personnel have legal and ethical responsibilities to fairly and impartially perform their duties. Deputies are required to follow all PCSO Policies, Regulations, and Procedures and no contractor can supersede or circumscribe these obligations. Off duty PCSO law enforcement personnel will not perform non-enforcement duties nor accept law enforcement related direction from any employees or management of the Contractor.

#### **6. Compliance with Police Procedure**

Contractor hereby agrees to comply with all Arizona laws and regulations, and any PCSO policies, and procedures relating to off duty employment that affect the performance of the off duty employment.

#### **7. Minimum time of employment**

All PCSO law enforcement personnel working off duty shall be paid for a minimum of three (3) hours per deputy.

#### **8. Insurance and Indemnification**

Contractor certifies that the Contractor is adequately insured against all forms of liability, casualty and/or workers' compensation arising from the nature of its business and its performance of this Agreement to include:

- a. For the purposes of workers' compensation, employer's liability, general liability and automobile liability coverage, but only for these express purposes, each off-duty deputy employed shall be considered an employee of the Contractor while performing duties on behalf of Contractor. (See A.R.S. §§ 23- 901(13), 23-1021, 23-1021.01, and 23-1022.)
- b. Contractor will be liable and hereby agrees to indemnify, defend and hold harmless Pinal County and PCSO, their supervisors, officers, officials, agents, representatives and employees against all loss or expense (including costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon Pinal County and PCSO, their supervisors, officers, officials, agents,

representatives or employees for damages because of personal injury, bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including the loss of use thereof arising from, in connection with, caused by or resulting from Contractor's actual or alleged acts, errors, omissions or mistakes, of the off-duty deputy providing services to Contractor.

- c. Contractor shall obtain and keep in full force and effect commercial general liability insurance with at least \$1,000,000.00 per occurrence limit and at least \$3,000,000.00 aggregate limit and \$3,000,000.00 products • completed operations aggregate limit. The policy shall include coverage for personal injury, bodily injury, property damage, contractual liability and include a waiver of subrogation/recovery against Pinal County and PCSO, their supervisors, officers, officials, agents, representatives and employees shall be named as an additional insured utilizing an endorsement at least as broad as Additional Insured Endorsements CG20370413 and CG 30100413.
- d. Commercial automobile liability insurance of at least \$1,000,000.00 combined single limit, any auto or hired and non-owned auto liability and include a waiver of subrogation/recovery against Pinal County and PCSO, their supervisors, officers, officials, agents, representatives and employees. Pinal County and PCSO, their supervisors, officers, officials, agents, representatives and employees shall be named as an additional insured.
- e. Workers' compensation insurance with statutory limits and employer's liability insurance of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 disease policy limit, at any time any off-duty deputy is employed hereunder. Both policies or coverages shall include a waiver of subrogation/recovery against Pinal County and PCSO, their supervisors, officers, officials, agents, representatives or employees.
- f. Contractor acknowledges that the aforementioned insurance policies' limits amounts are subject to change based upon the circumstances as solely determined by PCSO. The above insurance policies shall insure Pinal County and PCSO, their supervisors, officers, officials, agents, representatives and employees to the full limits of liability purchased by the Contractor even if the Contractor's limits are in excess of the herein required limits. The insurance purchased by the Contractor shall not be limited to the liability assumed under the Indemnification and Defense covenants of this Agreement
- g. Contractor shall, upon request or before employing off-duty PCSO personnel, provide PCSO with an annual Certificate(s) of Insurance evidencing the required insurance coverage. All required insurance shall be issued by insurance companies possessing an AM Best, Inc. rating of at least A-VII, and include waivers of subrogation/recovery against Pinal County, PCSO, and its supervisors, agents, representatives, officers, directors, and officials. Any insurance or self-insurance maintained by Pinal County will not contribute to or be excess of Contractor's insurance.
- h. Contractor's company or entity name must appear on all insurance materials.

This section shall survive the termination or expiration of this Agreement.

## **9. Severability**

In the event any provision of this agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this agreement remain in full force and effect.

## **10. Governing Law and Venue**

This Agreement shall be governed by and construed, interpreted and endorsed in accordance with the laws of the State of Arizona. The Superior Court of Pinal County shall have exclusive jurisdiction over all disputes under and in regard to this Agreement.

## **11. Termination**

Either party may terminate this Agreement upon thirty (30) days written notice. Contractor acknowledges and agrees that, if Contractor fails to contact the Regional Coordinator twenty-four (24) hours prior to the commencement of Contractor's pre schedule event, PCSO reserves the right to cancel any planned

services and terminate this Agreement for cause.

## 12. Notices

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been received when the notice is delivered in person or deposited in a U.S. mailbox in a prepaid envelope addressed as follows:

### **If to Contractor:**

Title  
Mailing Address  
City, State, ZIP

### **If to PCSO:**

Chief Deputy  
Pinal County Sheriff's Office  
P.O. Box 867  
Florence, AZ 85132

Notwithstanding the above, routine communications that do not alter the terms of this Agreement may be conducted via electronic, telephone and/or any other customary means as deemed appropriate by the parties.

## 13. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

## 14. Compliance with Laws

Contractor shall comply with Executive Order 99-4 and all other applicable state and Federal Page employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities and that no person shall be discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation. Contractor further agrees to comply with all applicable laws prohibiting discrimination on the basis of race, creed, religion, sex, age, national origin or disability.

## 15. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation pursuant to A.R.S. §38-511, unless the notice specifies a later time.

## 16. Attorney's Fees and Costs

In the event that any suit or action is instituted to enforce any provision in this agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

## 17. No Assignment

This Agreement is non-assignable in whole or in part by either party hereto without the written consent of both parties.

## 18. No Waiver

Failure of either party to enforce any provision of this Agreement shall not operate as a waiver or modify such provision or render such provision unenforceable.

**19. Conformance**

Any term or conditions of this Agreement that violate, conflict with or do not comply with any applicable law shall be amended to conform to such law. The parties hereto shall immediately amend this Agreement as required by applicable law.

**20. Headings**

The headings of the various sections and subsections of this Agreement are inserted merely for convenience and do not expressly or by implication, limit or define or extend the specific terms of the section or subsection so designated.

**21. Amendments**

This Agreement may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.

**22. Force Majeure**

If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

**23. Beneficiaries**

This Agreement shall inure solely to the benefit of the PCSO and Contractor, and shall create no rights in any other person or entity.

**24. Preparation of Agreement**

This Agreement has been prepared by the combined efforts of PCSO and Contractor and is not to be construed against either party.

**25. Counterparts**

This Agreement may be signed in any number of counterparts, each of which is an original and all of which together form one single document. Signatures delivered by email in PDF format or by fax will be effective.

IN WITNESS WHEREOF, and in agreement to the terms set forth above, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

For **CONTRACTOR:**

Title: Executive Director

By:  \_\_\_\_\_

Printed Name: Kim Blevins

Date: 03/15/24



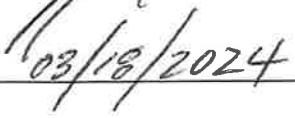
For PCSO:

A \_\_\_\_\_ Pinal County, a political subdivision of the State of Arizona

By: \_\_\_\_\_  
Signature  
County Manager

Printed Name:

By:  \_\_\_\_\_ Pinal County Sheriff

Date:  \_\_\_\_\_