

CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING
APRIL 11, 2024
7:00 P.M.**

**CITY COUNCIL CHAMBERS
113 S. FIRST STREET
WILLIAMS, ARIZONA**

AGENDA

PURSUANT TO A.R.S. #38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE CITY COUNCIL AND THE GENERAL PUBLIC THAT THE CITY COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC **THURSDAY, APRIL 11, 2024, AT 7:00 P.M.** IN THE CITY COUNCIL CHAMBERS, 113 S. FIRST STREET, WILLIAMS, ARIZONA. THE COUNCIL MAY, BY MOTION, RECESS INTO EXECUTIVE SESSION FOR (A) LEGAL ADVICE IN ACCORDANCE WITH A.R.S. §38-431.03(A)(3) OR (B) DISCUSSION OR CONSIDERATION OF RECORDS EXEMPT BY LAW FROM PUBLIC INSPECTION IN ACCORDANCE WITH A.R.S. §38-431.03(A)(2), TO DISCUSS AND CONSIDER ANY ITEM CONTAINED IN THIS AGENDA. THE COUNCIL WILL DISCUSS AND MAY TAKE ACTION ON THE FOLLOWING MATTERS:

I. PROCEDURES

- A. Call to Order
- B. Pledge of Allegiance and Invocation
- C. Roll Call
 - _____ Mayor Dent
 - _____ Vice Mayor McNelly _____ Councilmember Campbell
 - _____ Councilmember Cowen _____ Councilmember Edes
 - _____ Councilmember Fritsinger _____ Councilmember Payne
- D. Approval of Minutes for the March 14, 2024 meeting.
- E. Adopt Agenda

II. PRESENTATIONS –

III. PUBLIC PARTICIPATION

The Council cannot act upon items presented during the public participation portion of the agenda. Individual Council members may ask the public questions or respond to any criticisms. Still, the open meeting law prohibits the members from discussing or considering the items among themselves until the matter is officially placed on the agenda. However, the open meeting law allows the City Council to ask staff to review a case or place it on a future Council agenda. A person has a five-minute time period to speak. If a person has a written presentation that requires more than five minutes to present verbally, they should indicate the estimated time required on the sign-up sheet. The presiding officer may grant additional time if the agenda for the meeting is not too full. A registered spokesperson for a recognized community organization shall be afforded ten minutes provided other members of the same organization agree beforehand to withhold their comments on the same subject.

Certification of Posting

The undersigned hereby certifies that a copy of this notice was duly posted at Williams City Hall interior board and exterior board in accordance with the statement filed by the City Council with the City Clerk.

Date: _____ Time: Before 5 p.m. By: _____
City Clerk Pamela Galvan

CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING
APRIL 11, 2024
7:00 P.M.**

**CITY COUNCIL CHAMBERS
113 S. FIRST STREET
WILLIAMS, ARIZONA**

AGENDA

IV. CONSENT AGENDA ITEMS --

- A. Approval of check register for the month ending March 31, 2024.
- B. Approval of purchase orders.

V. NON-CONSENT AGENDA ITEMS

- C. Consideration and action regarding approval of a #10 Beer and Wine Store liquor license for Amy Nations, agent for 76 Williams, located at 801 W Route 66.
- D. Consideration and action regarding approving the Scope of Work and Proposal from Applied Ingenuity, LLC.
- E. Consideration and action regarding the 10-year renewal of an IGA between the Arizona Department of Forestry and the City of Williams for resources.

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council

Staff

VII. ADJOURN

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

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MARCH 14, 2024
COUNCIL ACTION

I. PROCEDURES

A. Call to Order 7:00 PM

Mayor Dent called the meeting to order, and Kerry-Lynn Moede provided the invocation.

B. Roll Call

Present: Mayor Dent, Vice-Mayor McNelly, Councilmember Campbell, Councilmember Payne, and Councilmember Cowen
Absent: Councilmembers Edes and Fritsinger.

Present City Staff, City Manager Tim Pettit, Police Chief Tad Wygal, Fire Chief Chase Pearson, Public Works Director Aaron Anderson, and City Clerk/HR Director Pamela Galvan.

C. Approval of minutes from February 22, 2024.

Motion: *To approve the minutes as presented.*

Action: *Adopted*

Moved by Councilmember McNelly, Seconded by Councilmember Cowen.

Motion passed unanimously.

D. Adopt Agenda

Motion: *To approve the agenda as presented.*

Action: *Adopted*

Moved by Councilmember Payne, Seconded by Councilmember Cowen.

Motion passed unanimously.

II. PRESENTATIONS – None

III. PUBLIC PARTICIPATION

The Council cannot act upon items presented during the public participation portion of the agenda. Individual Council members may ask the public questions or respond to any criticisms. Still, the open meeting law prohibits the members from discussing or considering the items among themselves until the matter is officially placed on the agenda. However, the open meeting law allows the City Council to ask staff to review a case or place it on a future Council agenda. A person has a five-minute time period to speak. If a person has a written presentation that requires more than five minutes to present verbally, they should indicate the estimated time required on the sign-up sheet. The presiding officer may grant additional time if the agenda for the meeting is not too full. A registered spokesperson for a recognized community organization shall be afforded ten minutes provided other members of the same organization agree beforehand to withhold their comments on the same subject.

IV. CONSENT AGENDA ITEMS –

A. Approval of check register for the month ending February 29, 2024

B. Approval of Purchase Orders

Motion: *To approve the consent agenda items.*

Action: *Approved*

Moved by *Councilmember McNelly*, **Seconded by** *Councilmember Campbell*

Motion passed unanimously.

V. NON-CONSENT AGENDA ITEMS

C. Consideration and action regarding approval of a #07 Beer and Wine liquor license for Benjamin Boyd, agent for Historic Grand Canyon Hotel, located at 145 W Route 66.

Motion: *To approve the #7 Beer and Wine liquor license for Benjamin Boyd, agent for Historic Grand Canyon Hotel, located at 145 W Route 66.*

Action: *Adopted*

Moved by *Councilmember Cowen*, **Seconded by** *Councilmember Payne*

Motion passed unanimously

D. Consideration and action regarding the appointment of Daniel Sutton to the WVPB providing representation of the public.

Motion: *To approve the appointment of Daniel Sutton to the WVPB as a public representative.*

Action: *Approved*

Moved by *Councilmember McNelly*, **Seconded by** *Councilmember Payne*

Motion passed unanimously.

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council –

- Mayor Dent mentioned the city is slowly moving forward with HUD.
- The golf course is set to open on March 23, 2024.

Staff –

- Aaron Anderson will provide a list of the roads to be paved this spring and summer.
- Chief Wygal noted we have three new officers on our streets.

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

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MARCH 14, 2024
COUNCIL ACTION

VII. ADJOURN 7:09 PM

Mayor Don Dent

ATTEST:

City Clerk Pamela Galvan

CERTIFICATION

State of Arizona,)
) ss.
Coconino County,)

I, PAMELA GALVAN, do hereby certify that I am the City Clerk of the City of Williams, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Williams held on March 14, 2024. I certify that the Meeting was duly called and held and that a quorum was present.

Dated this 18th day of March 2024.

City Clerk Pamela Galvan

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Amount
03/07/2024	109389	ARIZONA POWER AUTHORITY	FEB 2024 SCHEDULE D2 SERVICE	55-000-5503.000	4,313.94
03/07/2024	109390	ARROW REDI MIX INC	GOLF COURSE CONCRETE	70-000-5271.000	925.38
03/07/2024	109391	ATOMIC PEST CONTROL LLC #8140	SEMI-ANNUAL SERVICE PD	01-930-4430.000	60.00
03/07/2024	109392	BACKFLOW SOLUTIONS INC	ANNUAL ONLINE SUBSCRIPTION	60-000-4350.000	199.00
03/07/2024	109393	BAKER & TAYLOR BOOKS	BOOK PUCHASES	01-900-5140.000	418.65
03/07/2024	109394	BIG GREEN IT LLC	SANITATION	65-000-4350.000	519.01
03/07/2024	109395	CASELLE	MONTHLY SUPPORT APRIL 2023	01-840-4470.000	2,249.00
03/07/2024	109396	COCONINO HUMANE ASSOCIATION	ANIMAL SHELTER SERVICES	01-930-5050.000	3,750.00
03/07/2024	109397	COLONIAL	BCN E3123882/JFEB 2024 PREMIUM	01-000-2050.000	2,531.72
03/07/2024	109398	CONVERGEONE INC	SECURITY CAMERAS & ACCESS	02-020-7105.000	6,895.00
03/07/2024	109399	DANA KEPNER CO INC	SUPPLIES	60-000-4480.000	4,223.44
03/07/2024	109400	DEMCO INC	LIBRARY SUPPLIES	01-900-5140.000	106.02
03/07/2024	109401	EMPIRE SOUTHWEST, LLC	ENGINE REPAIR	01-970-4320.000	10,175.01
03/07/2024	109402	EWING IRRIGATION PRODUCTS, INC	CIRRUS CENTRAL PRO LINK RADIO IRRIGA	70-000-7175.000	12,713.56
03/07/2024	109403	FRONT BURNER MEDIA LLC	MARKETING	02-010-5202.000	4,750.00
03/07/2024	109404	FX TACTICAL, LLC	PD UNIFORM SUPPLIES - A REED	01-930-4510.000	2,509.18
03/07/2024	109405	HALLIDAY PRODUCTS INC	B1B TRASH BSKT & B1D BSKT RAILS	61-000-4475.000	2,074.36
03/07/2024	109406	HD SUPPLY, INC	WATER DEPT JANITORIAL SUPPLIES	60-000-4480.000	406.27
03/07/2024	109407	IDEXX DISTIRBUTION INC	SUPPLIES	61-000-4480.000	1,964.05
03/07/2024	109408	IMPACT PHOTOGRAPHICS INC	VC INVENTORY/FREIGHT	02-030-4601.000	1,670.02
03/07/2024	109409	INNER BASIN ENVIRONMENTAL LLC	DRINKING WATER TESTING	60-000-5230.000	725.00
03/07/2024	109410	INNODATA INC	AGILITY MONITORING 3/1/24 - 3/31/24	02-010-5202.000	5,268.32
03/07/2024	109411	INTERSTATE BILLING SERVICES	SHOP SUPPLIES	01-970-4320.000	2,467.49
03/07/2024	109412	JONATHAN HOMER	TECHNICAL SERVICES - WWTP	61-000-4475.000	4,812.63
03/07/2024	109413	MADDEN PREPRINT MEDIA LLC	GOLD CO-OP PARTNER PACKAGE	02-010-5202.000	3,316.67
03/07/2024	109414	MADISON NATIONAL LIFE INS CO, INC	S/T DISABILITY INSURANCE MARCH 2024	01-000-2070.000	514.00
03/07/2024	109415	MANGUM WALL STOOPS & WARDEN	GENERAL PROFESSIONAL SERVICES	01-840-5030.000	9,832.50
03/07/2024	109416	MISSION LINEN SUPPLY	VC MATS	02-030-4470.000	41.85
03/07/2024	109417	NILES RADIO COMMUNICATIONS	WORK REQUESTED	01-930-4340.000	48.78
03/07/2024	109418	ODP BUSINESS SOLUTIONS, LLC	ADMIN SUPPLIES	01-840-4380.000	164.23
03/07/2024	109419	OLD TRAILS	GOLF COURSE	70-000-5271.000	4,167.30
03/07/2024	109420	PAGE STEEL	SHOP SUPPLIES	01-970-4320.000	5,046.76
03/07/2024	109421	POLICE AND SHERIFFS PRESS, INC	ID CARDS PERKINS	01-930-4430.000	17.60
03/07/2024	109422	POLICE LEGAL SCIENCES INC	12 LESSONS ANNUAL SUBSCRIPT	01-930-4500.000	720.00
03/07/2024	109423	PUBLIC SAFETY RETIREMENT	WILLIAMS FD RETIREMENT CONTRIBUTION	01-940-4160.000	262,142.00
03/07/2024	109424	RDO EQUIPMENT CO	SHOP AUTO SUPPLIES	01-970-4320.000	202.64
03/07/2024	109425	RHINEHART OIL CO LLC	GOLF COURSE FUEL	70-000-4370.000	1,378.70
03/07/2024	109426	RIGHT STUFF MEDIA LLC	INTEGRATED MARKETING SOLUTIONS	02-010-5202.000	1,895.00
03/07/2024	109427	RODEO FORD INC	2023 FORD TRUCK VIN 1FT7W2BA4PED4458	61-000-7050.000	.00
03/07/2024	109428	SEDONA NOW MEDIA LLC	ADVERTISING/AIRTIME	02-010-5202.000	800.00
03/07/2024	109429	SMITH SOUTHWESTERN	VC INVENTORY/FREIGHT	02-030-4601.000	1,074.16
03/07/2024	109430	SMS POLYGRAPH & INVESITIGATION L	PRE-EMPLOYMENT POLYGRAPH -A. REED &	01-930-4430.000	500.00
03/07/2024	109431	SUPERIOR PROPANE	PROPANE STREET DEPT	05-100-4380.000	538.17
03/07/2024	109432	T MOBILE	MOBILE INTERNET	01-900-5140.000	286.20
03/07/2024	109433	THE BANK OF NEW YORK TRUST CO	LOWER CO RIVER 3RD QUARTER FY24	55-000-5503.000	356.64
03/07/2024	109434	THE TRAVEL GUIDE GROUP LLC	BILLABLE LEAD REQUEST	02-010-5202.000	328.73
03/07/2024	109435	TRAVITZ ENTERPRISES DBA ADW TU	GOLF COURSE PARTS	70-000-4380.000	27.05
03/07/2024	109436	TRUE WEST PUBLISHING INC	FULL PAGE AD MARCH/APR 2024	02-010-5202.000	2,500.00
03/07/2024	109437	U S DEPARTMENT OF ENERGY	PARKER DAVIS TRANS SERV ADVANCE APR	55-000-5503.000	13,880.63
03/07/2024	109438	UNISOURCE ENERGY SERVICES	800 S 6th St. Forest Service Building PD-1/10	01-930-4420.000	5,512.02
03/07/2024	109439	UNIVERSAL BACKGROUND SCREENI	SEARCH PACKAGES FOR FIRE DEPT	01-940-4430.000	62.40
03/07/2024	109440	WELLS FARGO FINANCIAL LEASING	RENTAL PAYMENT	01-840-4470.000	690.83
03/07/2024	109441	WESTERN ENVIRONMENTAL EQUIPM	SERVICE DONE ON SENSOR	61-000-4480.000	7,182.88
03/07/2024	109442	WICK COMMUNICATIONS CO/148-A	DIBS	02-010-5202.000	998.54
03/14/2024	109446	ALD TELECOM	00001032260	01-840-4340.000	26.48
03/14/2024	109447	AZ WASTEWATER INDUSTRIES INC	WW SUPPLIES	61-000-4480.000	1,058.36
03/14/2024	109448	Babbitt Ford	AUTO PARTS	01-970-4320.000	248.48
03/14/2024	109449	BUREAU OF RECLAMATION	PARKER DAVIS PROJECT ADVANCE/MAY 20	55-000-5503.000	2,712.90

Check Issue Dates: 3/1/2024 - 3/31/2024

Apr 01, 2024 08:10AM

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Amount
03/14/2024	109450	CENTURY LINK	333936468	70-000-4340.000	1,591.22
03/14/2024	109451	CHALMERS FORD INC	SHOP SUPPLIES	01-970-4320.000	245.94
03/14/2024	109452	DANA KEPNER CO INC	WATER METER	60-000-5280.000	4,985.49
03/14/2024	109453	EMPIRE SOUTHWEST, LLC	PARTS	01-970-4320.000	1,792.03
03/14/2024	109454	EMRY PENSINGER	REIMBURSEMENT FOR HOME DEPOT	70-000-5271.000	903.48
03/14/2024	109455	FLYING PHOENIX INTERSTATE FIREW	JULY 4TH FIREWORKS	01-940-5370.000	38,579.39
03/14/2024	109456	GRAND CANYON AUTO SUPPLY	PARTS	01-970-4320.000	172.42
03/14/2024	109457	HOMCO LUMBER & HARDWARE	FOREST SERVICE SUPPLIES	23-000-4380.000	52.28
03/14/2024	109458	INFOSEND, INC	ELECTRIC	55-000-4440.000	2,337.05
03/14/2024	109459	KR SALINE & ASSOCIATES	MULTIPLE PROJECTS	55-000-4430.000	3,659.54
03/14/2024	109460	LABORATORY CORPORATION OF AM	TESTING FEES FIRE DEPT	01-940-4430.000	633.24
03/14/2024	109461	LAWSON PRODUCTS INC	SHOP JANITORIAL SUPPLIES	01-970-4400.000	107.11
03/14/2024	109462	MILLER OIL COMPANY LLC	SHOP FUEL	01-000-1060.000	25,570.50
03/14/2024	109463	OCCUPATIONAL HEALTH CENTERS	MEDICAL PHYSICAL-K SOTO	01-930-4430.000	340.00
03/14/2024	109464	PREDENTIAL OVERALL SUPPLY	UNIFORM EXPENSES	70-000-4510.000	1,366.61
03/14/2024	109465	RDO EQUIPMENT CO	SHOP AUTO SUPPLIES	01-970-4320.000	3,642.50
03/14/2024	109466	RURAL ARIZONA GROUP HEALTH TR	MARCH 2024 EMPLOYEE HEALTH INS	01-000-2320.000	77,650.83
03/14/2024	109467	SPARKLETTS	DRINKING WATER/CITY HALL	01-840-4380.000	229.77
03/14/2024	109468	SUPERIOR PROPANE	PROPANE STREET DEPT	05-100-4380.000	35.90
03/14/2024	109469	THOMAS E ELSASS	SEWER CONNECT AND BUY IN REFUND 692	61-000-3830.000	16,359.55
03/14/2024	109470	WASTE MANAGEMENT OF ARIZONA-F	BILLING - FEB 2024	65-000-5260.000	2,528.46
03/14/2024	109471	WILLIAMS CITY COURT	DEPOSIT SLIP ORDER	01-830-4380.000	212.49
03/21/2024	109488	A QUALITY WATER CO LLC	SYSTEMS OPERATION 3/01/24-3/31/24 TWO	60-000-4430.000	23,048.00
03/21/2024	109489	ARIZONA ASSOCIATION OF CHIEFS O	ALEAP CONFERENCE REGISTRATION	01-930-4500.000	875.00
03/21/2024	109490	ARIZONA DRIVE GUIDE	MAR-MAY 2024 FULL PAGE AD	02-010-5202.000	850.00
03/21/2024	109491	ARIZONA RAIL SUPPLY LLC	SHOP PARTS	01-970-4320.000	2,953.81
03/21/2024	109492	BTE BODY CO, INC	SHOP AUTO SUPPLIES	01-970-4320.000	6,064.16
03/21/2024	109493	BUFFALO FENCE & BARN CO	FENCING FOR CURETON PARK	02-020-7118.000	2,245.85
03/21/2024	109494	CATERPILLAR FINANCIAL SERVICES	AZ SALES TAX	05-100-5120.000	5,071.56
03/21/2024	109495	CENTER LINE SUPPLY INC	SIGN/STREET PAINTING SUPPLIES	05-100-7136.000	560.54
03/21/2024	109496	CENTURYLINK COMMUNICATIONS	SERVICE CHARGES	01-930-4340.009	1,613.44
03/21/2024	109497	CONSOLIDATED ELECTRICAL	GOLF COURSE SUPPLIES	70-000-5271.000	430.71
03/21/2024	109498	DEMCO INC	LIBRARY SUPPLIES	22-900-8950.076	430.03
03/21/2024	109499	DIRECTV	SUBSCRIPTION - GOLF COURSE	70-000-4350.000	261.23
03/21/2024	109500	HD SUPPLY, INC	WW SUPPLIES	61-000-4480.000	245.37
03/21/2024	109501	INTERSTATE BILLING SERVICES	SHOP SUPPLIES	01-970-4320.000	248.28
03/21/2024	109502	JONATHAN HOMER	TECHNICAL SERVICES - WWTP	61-000-4480.000	31,082.38
03/21/2024	109503	MISSION LINEN SUPPLY	VC MATS	02-030-4470.000	83.70
03/21/2024	109504	NILES RADIO COMMUNICATIONS	WORK REQUESTED	01-930-4340.000	458.00
03/21/2024	109505	NIVEL PARTS & MANUFACTURING	SUPPLIES	70-000-5274.000	1,128.89
03/21/2024	109506	NORTH COUNTRY HEALTH CARE	TESTING FEES J. SMILEY 2987230	01-940-4430.000	132.00
03/21/2024	109507	ODP BUSINESS SOLUTIONS, LLC	FINANCE SUPPLIES	01-880-4380.000	87.15
03/21/2024	109508	PHOENIX WELDING SUPPLY CO	WWP NITROGEN/HELIUM	61-000-4330.000	209.21
03/21/2024	109509	PLAYING CARDS PLUS, LLC	VC INVENTORY	02-030-4600.000	1,847.90
03/21/2024	109510	POLICE AND SHERIFFS PRESS, INC	ID CARDS-OSTER/REED/GANSCH	01-930-4430.000	48.05
03/21/2024	109511	R & R PRODUCTS INC	GOLF COURSE SUPPLIES	70-000-4480.000	803.97
03/21/2024	109512	RUTH ALVARADO	TRANSLATION FEES	01-840-4430.000	100.00
03/21/2024	109513	RWC INTERNATIONAL	SUPPLIES	01-970-4320.000	114.64
03/21/2024	109514	SGC LLC	GUN SUPPLIES	01-930-7452.000	4,285.22
03/21/2024	109515	SMITH SOUTHWESTERN	VC INVENTORY/FREIGHT	02-030-4601.000	960.55
03/21/2024	109516	SNAP ON CREDIT, LLC	SOFTWARE SUBSCRIPTION FOR SHOP	01-970-4380.000	82.80
03/21/2024	109517	SONSRAY MACHINERY LLC	PARTS/SUPPLIES	01-970-4320.000	1,676.15
03/21/2024	109518	SPARKLETTS	DRINKING WATER/PD	01-930-4380.000	239.80
03/21/2024	109519	STAPLES INC	BUILDING DEPT	01-960-4380.000	1,671.27
03/21/2024	109520	STORM AUTO GLASS	SANITATION GLASS	65-000-4320.000	598.78
03/21/2024	109521	TCGUSA.COM INC	GOLF	70-000-4470.000	5,998.00
03/21/2024	109522	THE RGU GROUP	VENDOR SUPPLIES	02-030-4600.000	504.00
03/21/2024	109523	TOTAL GRAND RENTAL STATION	GOLF COURSE EQUIPMENT	70-000-7178.000	780.62

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Amount
03/21/2024	109524	ULINE	WATER SUPPLIES	60-000-4480.000	79.28
03/21/2024	109525	UNISOURCE ENERGY SERVICES	Central Garage - 1/2	05-100-4420.000	2,588.91
03/21/2024	109526	VIA MAGAZINE	ADVERTISING NOV 2023	02-010-5202.000	1,200.00
03/21/2024	109527	WELLS FARGO FINANCIAL LEASING	RENTAL PAYMENT/LIBRARY	01-900-4470.000	416.89
03/27/2024	109533	AETNA LIFE INSURANCE COMPANY	LIFE INSURANCE -MARCH 2024	01-000-2060.000	1,470.48
03/27/2024	109534	ARIZONA PUBLIC SERVICE	FEB 2023 TRANSMISSION SERVICE	55-000-5501.000	85,885.28
03/27/2024	109535	AT&T MOBILITY	POLICE COMMUNICATION	01-930-4340.009	1,437.45
03/27/2024	109536	BIG STATE INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES	05-100-4540.000	220.69
03/27/2024	109537	BTE BODY CO, INC	SHOP AUTO SUPPLIES	01-970-4320.000	162.37
03/27/2024	109538	BUFFALO FENCE & BARN CO	FENCING FOR CURETON PARK	02-020-7118.000	170.33
03/27/2024	109539	CITY OF WILLIAMS UTILITY	2699000	60-000-4520.025	64,664.32
03/27/2024	109540	CONSOLIDATED ELECTRICAL	GOLF COURSE SUPPLIES	70-000-5270.000	112.29
03/27/2024	109541	FLAGSTAFF ENGRAVING LLC	NOTARY STAMP H. HOWARD	01-930-4380.000	40.64
03/27/2024	109542	GRAINGER	WWATER SUPPLIES	61-000-4480.000	115.02
03/27/2024	109543	GRAINGER INC, W W	PARK TOOLS	01-922-4490.000	739.58
03/27/2024	109544	GUST ROSENFELD P L C	PROFESSIONAL SERVICES FOR FEB 2024	01-840-5030.030	486.00
03/27/2024	109545	HILL BROTHERS CHEMICAL CO	CHEMICALS	60-000-4330.000	4,660.74
03/27/2024	109546	HILLYARD FLAGSTAFF	GOLF COURSE SUPPLIES	70-000-4400.000	479.22
03/27/2024	109547	HOSPITALITY INTEGRATED SERVICE	WATER DEPT	60-000-4340.000	2,169.78
03/27/2024	109548	JACOB NEWTON	BOOT REIMBURSEMENT	01-940-4510.000	339.61
03/27/2024	109549	LEXINGTON LAW FIRM	INDIGENT DEFENSE - FEB 2024	01-840-5030.000	2,500.00
03/27/2024	109550	MISSION LINEN SUPPLY	VC MATS	02-030-4470.000	41.85
03/27/2024	109551	ODP BUSINESS SOLUTIONS, LLC	ADMIN SUPPLIES	01-840-4380.000	681.04
03/27/2024	109552	PLAYING CARDS PLUS, LLC	VC INVENTORY	02-030-4600.000	715.00
03/27/2024	109553	PRE-PAID LEGAL SERVICES INC	SHIELD AT WORK INSURANCE	01-000-2320.000	112.25
03/27/2024	109554	PRI MANAGEMENT GROUP	CRIME STATS & NIBRS TRAINING	01-930-4500.000	488.25
03/27/2024	109555	RDO EQUIPMENT CO	WATER SUPPLIES	60-000-4480.000	116.55
03/27/2024	109556	RHINEHART OIL CO LLC	55 GAL DRUMS	01-970-4370.000	2,857.65
03/27/2024	109557	RODEO FORD INC	2023 FORD TRUCK VIN 1FT7W2BA4PED4395	61-000-7050.000	62,335.88
03/27/2024	109558	RWC INTERNATIONAL	SUPPLIES	01-970-4320.000	167.70
03/27/2024	109559	SHI INTERNATIONAL CORP	SAMSUNG MONITOR FOR PD	01-930-7020.000	705.46
03/27/2024	109560	SHORT EQUIPMENT, INC.	SHOP PARTS	01-970-4320.000	2,415.66
03/27/2024	109561	SOUTHWEST PUBLIC POWER AGENC	DEC 2023 SERVICE CHARGES	55-000-5503.000	161,301.89
03/27/2024	109562	STABILIZER SOLUTIONS INC	PRO RED INFIELD STABILIZER FOR CURET	02-020-7118.000	912.24
03/27/2024	109563	STANTEC CONSULTING SERVICES	CLARK AIRFIELD NEPA FOR TXY E & ROFA	01-980-7210.000	133,398.57
03/27/2024	109564	STOTZ EQUIPMENT	GOLF COURSE SSOLENOID	70-000-4480.000	111.09
03/27/2024	109565	TRI TECH FORENSICS, INC	PD TEST KITS	01-930-4380.026	89.55
03/27/2024	109566	WEST COAST SAND & GRAVEL, INC	USGA TOPDRESSING	70-000-5270.000	2,010.70
03/20/2024	21520242	STANTEC CONSULTING SERVICES	CLARK AIRFIELD REALIGN TAXIWAY E	01-980-7210.000	89,288.06-
03/20/2024	22120241	ARIZONA PUBLIC SERVICE	JAN 2023 TRANSMISSION SERVICE	55-000-5501.000	49,949.73-
03/20/2024	22920241	STANTEC CONSULTING SERVICES	CLARK AIRFIELD REALIGN TAXIWAY E	20-980-8950.011	44,110.51-
03/20/2024	22920241	JPMORGAN CHASE BANK NA	CARRETA EL ASADERO	01-940-4500.000	28,382.89-
03/20/2024	30720241	A QUALITY WATER CO LLC	SYSTEMS OPERATION 3/1/24-3/15/24	60-000-4430.000	.00
03/07/2024	30720242	SOUTHWEST PUBLIC POWER AGENC	DEC 2023 SERVICE CHARGES	55-000-5503.000	.00
03/20/2024	30720243	RODEO FORD INC	2023 FORD TRUCK VIN 1FT7W2BA4PED4458	61-000-7050.000	.00
03/20/2024	31420241	BARBARA BELL	REIMBURSEMENT FOR TRANSPORTATION	01-880-4500.000	.00
03/14/2024	31420242	SOUTHWEST PUBLIC POWER AGENC	FEB 2024 SERVICE CHARGES	55-000-5503.000	.00

Grand Totals:

1,011,455.43

Dated: _____

City Council: _____

Purchase Order

P. O. Number: 557

City of Williams
113 S First St
Williams AZ 86046

PHONE: 928-635-4451
FAX: 928-635-4495



To: 3165 EMPIRE SOUTHWEST 4900 E EMPIRE AVE FLAGSTAFF AZ 86004	Ship to: CITY OF WILLIAMS 113 S FIRST ST WILLIAMS AZ 86046
--	--

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
04/02/2024	KayHill		100 - STREETS		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	2018 CATERPILLAR 120M2 MORTOR GR 05-100-7055.000	0	198,000.00	198,000.00
			SHIPPING / HANDLING	
			SALES TAX	17,622.00
			TOTAL PO AMOUNT	215,622.00

Notes:

Authorized Signature

RECEIVED

City of Williams, Arizona Requisition Form

MAR 28 2024

Date: 3-26-24	Requested by: Hoch Ortiz	City of Williams City Department: Street
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P.O. #	Vendor #
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Vendor Name & Address:
Empire Cat

<input checked="" type="checkbox"/> Check Here if a PO is required	<input type="checkbox"/> Check Here if this is a New Vendor (if so, please attach W-9 & certificate of insurance)
--	---

<input checked="" type="checkbox"/> Check Here if this Purchase Exceeds \$10,000	City Council Approval Date:
--	-----------------------------

Item Requested	QTY	Account Number	Cost Per Unit	Total Cost
2018 Cat 120 M2	1	05-100-7055	198,000	\$ 198,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

NOTES:

FREIGHT	\$ -
TAX	\$ 17,622.00
TOTAL	\$ 215,622.00

Department Head Approval	Finance Approval	City Manager Approval

Contact: Todd
928 714 2828
928 1006 1335



Hoch Ortiz
 CITY OF WILLIAMS
 113 S 1ST ST
 WILLIAMS, AZ 86046-2549

3/21/2024

Dear Hoch, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar 120M2.

2018 Caterpillar 120M2 Motor Grader

Hours: 4743.00 Serial: 0M9C00861 ID Number: E138015
 Specifications: . . . ENGINE C7.1 S/N C7R13999 ARR# 471-2651 TMI=T4I CA.DOORS EIN# TP4P94 ISSUED 06/22/18
 HCPXL7.01HPF CA.DOORS DECAL INSTALLED 06/22/18

Configured as Follows

LANE 3 ORDER	GLOBAL ARRANGEMENT
MOLDBOARD, 14' PLUS	RIPPER/SCARIFIER
DRAWBAR, 6 SHOE CIRCLE GUIDES	WEATHER, STANDARD
LINES, STANDARD W/O ACCUMULATOR	PRECLEANER
INSTALLATION ARRANGEMENT	DRAIN, GRAVITY, ENGINE OIL
BASE + 1 (RIP)	LIGHTS, FRONT HEADLIGHTS, LOW
STARTING, (BOSCH)	CAB, PLUS
PRODUCT LINK, CELLULAR PLE641	INSTALLATION, ACCUGRADE READY
JOYSTICK CONTROLS, ADVANCED	TIRES, 17.5R25 BS VKT * D2A MP
PUSH PLATE, COUNTERWEIGHT	COOLANT, 50/50, -35C (-31F)
LANGUAGE, ENGLISH	ANTIFREEZE WINDSHIELD WASHER
COMFORT PACKAGE	LIGHTS, WORKING, PLUS, HALOGEN
CAMERA, REAR VISION	MIRRORS, OUTSIDE MOUNTED
GUARD, TRANSMISSION	TOOTH, STRAIGHT
SHANKS/TEETH, RIPPER/SCARIFIER	ROLL ON-ROLL OFF
FUEL ANTIFREEZE, -25C (-13F)	TIER 4 FINAL AB&T CREDIT USING

Warranty

Equipment sold as is where is; No warranties expressed or implied.

Pricing Summary

Sale Price:	\$198,000
Sales Tax:	\$17,622
Net Total:	\$215,622

Thank you for your consideration of this proposal and we look forward to the continued business partnership with CITY OF WILLIAMS.

Sincerely,
 Todd Owen

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.



Year: 2018

Model: 120M2

Hours: 4623.0

Sales Price: \$228,364.00

Make: CATERPILLAR

Family: MOTOR GRADER

Serial Number: 0M9C00861

ID Number: E138015

Notice is hereby given that Empire Southwest, LLC has assigned its rights (but not its obligations) to CATD Exchange Services, LLC to sell equipment described herein, and, if applicable, to purchase trade-in property described herein, as part of an Internal Revenue Code Section 1031 exchange.

Configuration

Configuration information is in the process of being updated for this equipment.

Warranty Information

Warranty information cannot be found for **Start Hours** **Expiration Hours**

Ordered Configuration

...ENGINE C7.1 S/N C7R13999 ARR# 471-2651 TMI=T4ICA.DOORS EIN# TP4P94 ISSUED 06/22/18
HCPXL7.01HPFCA.DOORS DECAL INSTALLED 06/22/18

Seq #	Product Reference	Description
1	0P9003	LANE 3 ORDER
2	3532886	GLOBAL ARRANGEMENT
3	3493048	MOLDBOARD, 4267MM, PLUS
4	3322305	RIPPER/SCARIFIER
5	2656730	DRAWBAR, 6 SHOE CIRCLE GUIDES
6	3532891	WEATHER, STANDARD
7		WEATHER PKG INCLUDES
8		BATTERIES HEAVY DUTY 1125CCA
9		OIL, HYDRAULIC, 10W
10		END OF WEATHER PKG INCLUDES
11	3090760	LINES,STANDARD W/O ACCUMULATOR
12	3561436	PRECLEANER
13	3652196	INSTALLATION ARRANGEMENT
14	3245330	DRAIN, GRAVITY, ENGINE OIL
15	3099846	BASE + 1 (RIP)
16	3099879	LIGHTS, FRONT HEADLIGHTS, LOW
17	4193254	STARTING, (BOSCH)
18	3906789	CAB, PLUS
19		CAB PLUS INCLUDES
20		SEAT, AIR SUSPENSION, CLOTH
21		150 AMP ALTERNATOR
22		WIPER/WASHER, REAR
23		FAN, DEFROSTER, REAR
24		STANDARD GLASS
25		END OF CAB PLUS INCLUDES
26	4646443	PRODUCT LINK, CELLULAR PLE641

EMPIRE
Since 1950



Year: 2018

Model: 120M2

Hours: 4623.0

Sales Price: \$228,364.00

Make: CATERPILLAR

Family: MOTOR GRADER

Serial Number: 0M9C00861

ID Number: E138015

27	4626388	INSTALLATION, ACCUGRADE READY
28	4588701	JOYSTICK CONTROLS, ADVANCED
29	2520775	TIRES, 17.5R25 BS VKT * D2A MP
30	3676842	PUSH PLATE, COUNTERWEIGHT
31	4470898	COOLANT, 50/50, -35C (-31F)
32	3100685	LANGUAGE, ENGLISH
33	0P1939	ANTIFREEZE WINDSHIELD WASHER
34	3918968	COMFORT PACKAGE
35		INCLUDES:
36		RADIO, 12V, AM/FM, WEATHERBN
37		SUN SHADE, REAR
38		CONVERTER, COMMUNICATION-CB
39	3532895	LIGHTS, WORKING, PLUS, HALOGEN
40		LIGHTS WORKING INCLUDES
41		LIGHTS, RIPPER 3X3
42		LIGHTS, WORK, HEEL 3X3
43		LIGHTS, MIDFRAME TOE, 3X3
44		SWITCH, WORK LIGHTING
45		END OF LIGHTS WORKING INCLDS
46	3912914	CAMERA, REAR VISION
47	2333295	MIRRORS, OUTSIDE MOUNTED
48	3662462	GUARD, TRANSMISSION
49	8J1434	TOOTH, RIPPER
50	4K3330	SHANKS/TEETH, RIPPER/SCARIFIER
51	0P2265	ROLL ON-ROLL OFF
52	0P3978	FUEL ANTIFREEZE, -25C (-13F)
53	4773438	TIER 4 FINAL AB&T CREDIT USING

EMPIRE
Since 1950

CAT

Year: 2018

Model: 120M2

Hours: 4623.0

Sales Price: \$228,364.00

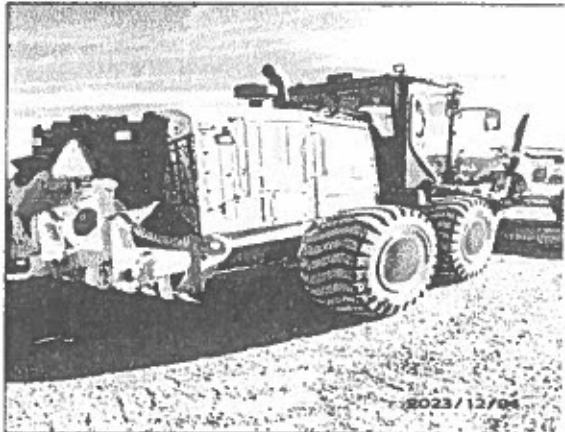
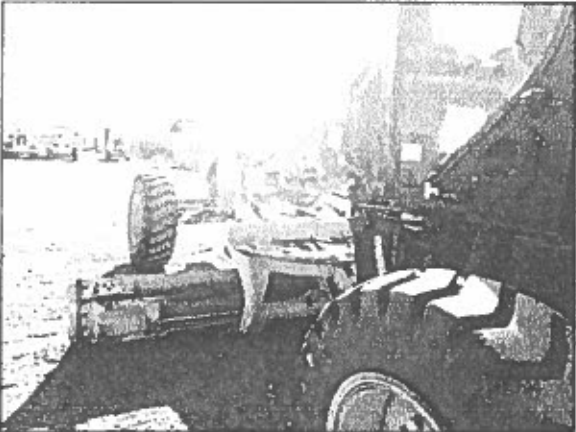
Make: CATERPILLAR

Family: MOTOR GRADER

Serial Number: 0M9C00861

ID Number: E138015

Photos



EMPIRE
— Since 1950

CAT

Year: 2018

Hours: 4623.0

Make: CATERPILLAR

Serial Number: 0M9C00861

Model: 120M2

Sales Price: \$228,364.00

Family: MOTOR GRADER

ID Number: E138015

Purchase Order

P. O. Number: 556

City of Williams
113 S First St
Williams AZ 86046

PHONE: 928-635-4451
FAX: 928-635-4495



To: 13416

CROSS CONNECTIONS
CROSS CONNECTIONS EMERGENCY SERVICES INC
35860 PAUBA RD
TEMECULA CA 92592

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
03/25/2024	KayHill		940 - FIRE		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	FIRE DEPT BKR 5000 UNIT MODEL III R 01-940-4340.000	57	10,155.40	10,155.40
			SHIPPING / HANDLING	
			SALES TAX	
			TOTAL PO AMOUNT	10,155.40

Notes: SHIPPING TO BE DETERMINED

Authorized Signature

City of Williams, Arizona Requisition Form

Date: 3/22/24	Requested by: C. Pearson	City Department: Fire
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P.O. #	Vendor #	
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Vendor Name & Address: Cross Connections 35860 Pauba RD. Temecula, CA 92592

<input checked="" type="checkbox"/> Check Here if a PO is required	<input type="checkbox"/> Check Here if this is a New Vendor (if so, please attach W-9 & certificate of insurance)	
--	---	--

<input checked="" type="checkbox"/> Check Here if this Purchase Exceeds \$10,000	City Council Approval Date:
--	-----------------------------

Item Requested	QTY	Account Number	Cost Per Unit	Total Cost
Portable radios		940-4340		\$ 10,155.40
Quote attached				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

NOTES:	FREIGHT	\$ -
	TAX	\$ -
	TOTAL	\$ 10,155.40

Department Head Approval	Finance Approval	City Manager Approval
		

Staff Report



To: City Council
From: Chase Pearson
Date: 03/22/2024

Subject: Portable Radio purchase order

Background: We were successful in obtaining a Rural Fire Capacity grant to purchase portable radios. With this purchase we will receive 5 new radios and associated equipment that will be compatible with all area fire and police agencies. These radios are consistent with other radios that we currently have. The grant will reimburse half of the costs.

Fiscal Impact: Total cost for the project is \$10,156.00. At the close out of the grant, the city will be reimbursed half the project cost. \$5,078.00 grant funded and \$5,078.00 city match funded.

Recommendation: Please consider approving the attached purchase order for portable radios.



35860 Pauba Road, Temecula, CA. 92592
 951-764-4022 office

www.cross-connections.net
info@cross-connections.net

State of California Small Business
 Certification #2018055

Quote***Quote**

Account #	Date	Invoice #
Payment Ending...	January 8, 2024	2024-1-8-WFD

Bill To:			Ship To:	
Williams Fire Department Chief Chase Pearson 113 S. 1 st Street Williams, AZ 86046 928-699-1112 cpearson@williamsaz.gov			Williams Fire Department Ian James 113 S. 1 st Street Williams, AZ 86046 928-634-2578 ijames@verdevalleyfire.org	
Terms	Due Date	PO #	Sales Rep.	Partner Co.
Net 30	Date of Order		J. Cross	BK Technologies

Item	Qty	Part #	Description	Unit Price	Amount
1	5	BKR5000-T3BS-1	BKR 5000 Radio Unit Model III Top Display & Front Display, Full Keypad. Includes one base frequency, Channel Stop, GPS, Bluetooth, Black Housing, Belt Clip. S/N	1,550.00	\$ 7,750.00
2	5	BKR0810GPS	Antenna, GPS, VHF, 136- 174MHz, BKR-P Series	58.74	\$ 293.70
3	5	BKR0101	Battery Pack, Li-Ion 4900 mAh, Smart, BKR-P Series	172.67	\$ 863.35
4	5	BKR0120	"AA" Clamshell	105.79	\$ 528.95
5	5	BKR0300	Charger, Smart, Desktop, Single Unit, BKR	143.88	\$ 719.40

FORM B - Specialized RFC Budget

Fire Department Name: City of Williams Fire Department

Total Project Budget (by project category)			
Budget Detail	Grant Share \$ (Amount Requested)	Match \$ (Contributed by fire department)	TOTAL (Total of grant and fire dept share.)
		Dollars	
Personnel:	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$ 0
Equipment:	\$5,078	\$5,078	\$10,156
Supplies:	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$ 0
Other 1:	\$0	\$0	\$ 0
Other 2:	\$0	\$0	\$ 0
TOTAL:	\$5,078	\$5,078	\$10,156

Budget Narrative
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</p> <p>(add additional pages if needed). 1500 characters max.</p> <p>The Williams Fire Department will purchase 5 portable radios that are P25 compliant and that have full interoperability with our local, state and federal cooperators. These radios will be used in the upcoming fire season. The grant funds will purchase half of the radios and supplementary equipment at \$5077.70 dollars and the matching funds will come from the general fund of the City of Williams for the remaining half of radios and supplementary equipment. The total of 5 radios and additional equipment will complete the project at \$10,155.40 and allow for improved communication this fire season.</p> <p>Radio Project: \$10,155.40 5- BKR5000 radio \$7,750. \$3,875.00 grant funded, \$3,875.00 project match funded 5- Antenna \$ 293.70. \$146.85 grant funded, \$146.85 project match funded 5- Battery Pack \$863.35. \$431.67 grant funded, \$431.68 project match funded 5- Charger \$719.40. \$359.70 grant funded, \$359.70 project match funded</p> <p>The Williams Fire Department has already obtained quotes from several vendors, Cross Connections providing the best quote. This quote has been submitted with the original grant application. The radios and equipment will be purchased by 05/01/2024 and placed into service within one week of arrival.</p> <p>The project will be completed by 05/31/2024.</p>

Purchase Order

P. O. Number: 555

City of Williams
113 S First St
Williams AZ 86046

PHONE: 928-635-4451
FAX: 928-635-4495



To: 13528

VICTIM WITNESS SERVICES FOR COCONINO CO
201 E BIRCH AVE NUMBER 4
FLAGSTAFF AZ 86004

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
03/21/2024	KayHill		930 - POLICE DEPT		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	VICTIM/WITNESS SERVICES FOR NORT 01-930-8950.074	0	61,585.00	61,585.00
			SHIPPING / HANDLING	
			SALES TAX	
			TOTAL PO AMOUNT	61,585.00

Notes:

Authorized Signature

Victim/Witness Services for Northern Arizona

201 E. Birch Ave. Ste. 4
Flagstaff, AZ 86001

Invoice

Date	Invoice #
1/31/2024	17063

(928) 856-7676

Bill To
City of Williams 113 S 1st St Williams, AZ 86046

RECEIVED

MAR 14 2024

City of Williams

Activity Code 56

01-930-8950.074

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	January - December 2024	61,585.00	61,585.00
		Total	\$61,585.00

victim
services
for northern arizona

Marcus Clanton
Human Resources Director & Victim
Compensation Coordinator

mclanton@vwsnaz.org

201 E Birch Ave, Suite 4
Flagstaff, AZ 86001
Main: (928) 856-7676
Fax: (928) 214-8775

www.vwsnaz.org

COPY

MEMORANDUM OF UNDERSTANDING

Victim Witness Services for Northern Arizona and Williams Police Department

This Memorandum of Understanding ("MOU") is entered into by Victim Witness Services for Northern Arizona ("VWS") and Williams Police Department ("WPD"). The MOU formalizes the commitment of the parties to work together to provide trauma-informed services to victims of crime and/or crisis in the greater Williams area and to improve the overall response to crime and crisis in Williams. The parties share the goal of preventing crime and crisis in the community, and responding appropriately to community members who have been victimized.

I. Description of the Partner Agencies

VWS is a 501c3 non-profit, community-based organization whose mission is to offer compassionate support and resources to victims, witnesses and survivors of crime and crisis through effective response and community outreach. Those services include on-scene crisis response, system advocacy, case management, after-care, community education and training for professionals.

WPD is a Law Enforcement agency dedicated to community oriented policing by providing the highest quality police service to our diverse community. With a primary mission of protecting lives and property, and the belief that people are our most valuable resource, the men and women of the WPD strive to serve the Williams community with courage, compassion and integrity.

II. History of Previous Collaboration

WPD and VWS have previously collaborated for over 5 years in serving victims of crime and crisis through services coordination, victim compensation and collaborative intervention.

III. The Role of VWS

VWS agrees to provide the following additional services to the greater Williams area:

- a) Provide one Crime Victim Advocate to focus on making services accessible to and appropriate for community members of the greater Williams area who have experienced crime and/or crisis.
- b) The Advocate Supervisor will travel to Williams on a weekly, to bi-weekly basis for the 6 months to ensure that services are being established correctly. After that, the travel calendar will be revisited.
- c) The Crime Victim Advocate shall staff a satellite office with regular and published office hours. Staffing shall only be maintained by individuals who are professional employees of VWS or volunteers who meet the educational training standards for VWS staff. The

Crime Victim Advocate may also perform some services for Williams at the main VWS office located in Downtown Flagstaff. This will include services which require coordination for the felony court process, to receive additional training and to maintain a connection with the Flagstaff VWS. VWS will pay for all travel expenses.

- d) Provide confidential trauma informed crisis intervention, court advocacy, follow-up counseling, case management, information, referral and accompaniment to medical, legal and administrative services as requested by victims of crime and/or crisis.
- e) Provide victims of crime and/or crisis with information about how to report a crime to local law enforcement and offer to assist victims of crime and/or crisis with filing a complaint or report.
- f) Provide victims of crime and/or crisis with assistance in safety planning and in Orders of Protection.
- g) The Crime Victim Advocate will coordinate additional training opportunities for Williams's partner agencies on topics which may include the physical and emotional effects of crime and crisis on victims (including sexual assault, dating/domestic violence and stalking), the neurobiology of trauma, and communicating with victims.
- h) Meet regularly with Williams partner agencies on a bi-monthly basis and attend any county-wide meetings as they occur.
- i) Provide printed and online materials about options victims of crime and/or crisis, including information about how to report a crime to local law enforcement, safety issues with that reporting, safety planning, available resources and "next steps". WPD will assist VWS in the education of the Williams community regarding the availability of such its services.
- j) Conduct victim satisfaction surveys or use other methods to assess the effectiveness of the services provided to victims.

IV. The Role of WPD

WPD agrees to:

- a) Identify a central point of contact for VWS staff to facilitate referrals for confidential services and ensure that individual's availability to meet regularly with the VWS Victim Advocate.

- b) Provide physical, private office space on campus in an appropriate location. Basic office furniture, including a "land line" will be provided by WPD. (Computers and other electronic equipment will be provided by VWS.)
- c) Provide education to the VWS Victim Advocate (or other appropriate staff) about: Williams resources that are available to victims of crime and crisis. This will include availability of those offices and services. This training will include such topics as crime victim protocols of WPD and applicable policies and procedures.
- d) Collaborate with VWS on prevention approach and activities.
- e) Provide annual funding for the Victim Advocate at the \$61,585 rate that includes salary and ERE. VWS will provide all other funding required to include a mobile phone, vehicle, mileage, office supplies, computer and other needs to fulfill the MOU obligations.

V. Confidentiality

VWS and WPD affirm the importance of providing victims of crime and/or crisis with options for confidential services and support. All services provided by VWS to victims of crime and/or crisis will be kept confidential except in the following circumstances:

- 1.) The client provides information regarding the abuse of a child. For purposes of this policy, abuse is defined as neglect of or failure to protect the physical, sexual, emotional, psychological, or financial well-being of a child. If VWS Staff or Volunteers are uncertain whether the information provided involves child abuse, the Staff or Volunteer is directed to contact a direct supervisor.
 - 2.) A child is in a home during a domestic violence call, even if the child is not physically endangered or harmed, and even if the child is sleeping.
 - 3.) The client provided information regarding the abuse of a vulnerable adult. For purposes of this description, abuse is defined as neglect of or failure to protect the physical, sexual, emotional, psychological, or financial well-being of a vulnerable adult. If VWS Staff or Volunteers are uncertain whether the information provided involves vulnerable adult abuse, the Staff or Volunteer is directed to contact a direct supervisor.
 - 4.) A client discloses a plan to hurt him/herself or another person.
 - 5.) VWS Staff or Volunteer knows that a client intends to or has given perjured testimony under oath.
-

6.) The client provides information that is exculpatory.

7.) The client consents in writing to disclosure of a communication or other confidential information.

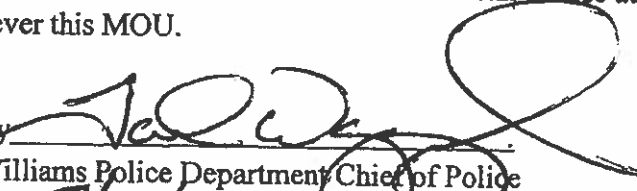
Informing Clients and Obtaining Acknowledgement

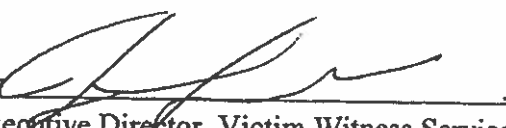
In addition, VWS's policy is to inform each client in writing of its confidentiality policy, its exceptions and to obtain a signed acknowledgement from the client indicating that they have been informed of and understand the policy and exceptions. During a crisis response, a notification form may be used in lieu of a signed acknowledgement form.

VI. General Provisions

This MOU is a contract for services. The individual or individuals who provide these services will for all purposes be employees of VWS. The resignation or termination of any VWS employee will not change the contractual obligations of VWS regarding the MOU.

Nothing in this MOU prohibits or limits members of the Williams community from accessing all services provided to the community generally by VWS. Further, this is an MOU, not a legally binding contract. Either VWS or WPD can choose at any given time, with 2 months' notice, to sever this MOU.

By 
Williams Police Department Chief of Police
Date 9/06/2023

By 
Executive Director, Victim Witness Services for Northern Arizona
Date 9/08/2023



Local Governing Body Recommendation
A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Williams Liquor License/Application #: 27993A
County of: Coconino City/Town/County #:
(Arizona license/application #)

Licensed establishment that will be operating within an "entertainment district" as described in A.R.S. §4-207(D)(2).

(Name of entertainment district) (Date of resolution to create the entertainment district)
A boundary map of entertainment district must be attached.

The City Council at a Regular meeting held
on the 28 of March, 2024 considered the application of Amt Nations
(Governing body) (Regular or special) (Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Amt Nations
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for
(Name of applicant) (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State
Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at on
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Applied Ingenuity, LLC.
14920 Harvest Road
Brighton, Co 80603
Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Attn: Mr. Pat Carpenter
Date: March 27, 2024
Project: Rodeo Well
From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for equipping your well.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project. Conditions 250 GPM, 3170 ' TDH

Furnish the following equipment:

PumpCentrilift 80 Stage Flex 80
Motor.....Centrilift 300 HP 3620 Volt 51 Amp
Seal.....Centrilift GSB3 HL PFS CUW
Cable.....Existing
Drop Pipe.....Existing

Lump Sum, Materials & Labor: \$83,196

Options:
Trade in of test equipment from Sweetwater well. -\$9,000

Notes:

- 1) Trade in equipment must arrive in good condition to Centrilift.
- 2) Set depth must be decreased. Well video to 3152' and could not be completed to current set depth. Take off tail pipe on shroud assembly. Possibly add well screen to bottom of shroud.
- 3) Current lead time is about 12 weeks.

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC* is selected for this work, please sign below, and return to *Applied Ingenuity, LLC* with your purchase order.

Accepted by:

_____ Date

Applied Ingenuity, LLC
 14920 Harvest Rd.
 Brighton, Co. 80603
 303 289-2280 FAX 303 289-1026

Invoice No 3000
Invoice Date September 27, 2023
Terms Net 30 Day
P. O. Number VERBAL
Location Rodeo Well Pull
Requested By Pat Carpenter
Job No. 3333
A/R No. **Tax ID**
Invoiced By FSM **Completion:** Partial Billing

Att: **Mr. Tim Pettit**
City of Williams
113 South First Street
Williams AZ 86046

Summary of Work

Supply Pump and Check valve for pump replacement in Rodeo well. Pump and check valve are located at the waste water treatment plant. Delivered 9/18/2023

Thank You for Selecting Applied Ingenuity Your Business is Appreciated!!

Labor Description	Units	Rate	Total	Materials Description	Qty	Unit	Total
Freight	1.00	\$3,800.00	\$3,800.00	80 Stage Flex 80, 3 1/2" Disch.	1	\$27,300.00	\$27,300.00
				4 1/2" Check Valve	1	\$1,398.00	\$1,398.00

Tax Authority	Rate	Total Tax		
Arizona	0.00%	\$0.00	Labor	\$3,800.00
	0.00%	\$0.00	Materials	\$28,698.00
		\$0.00	All Taxes	\$0.00
		\$0.00	Invoice Total	<u>\$32,498.00</u>

Applied Ingenuity, LLC
 14920 Harvest Rd.
 Brighton, Co. 80603
 303 289-2280 FAX 303 289-1026

Invoice No 3001
Invoice Date September 27, 2023
Terms Net 30 Day
P. O. Number VERBAL
Location Dog Town 3 VFD Interface
Requested By Pat
Job No. 3357
A/R No. **Tax ID**
Invoiced By FSM **Completion:** Partial Billing

Att: **Pat Carpenter**
City of Williams
113 South First Street
Williams AZ 86046

Summary of Work

Invoice for supply and partial installation of Local/Remote interface of Dog Town 3 VFD. This will allow the addition of a pressure transducer shut down for high pressure on discharge. Also, allow for remote Start/Stop, Frequency adjustment, and status monitoring. Installed I/O modules 9/22/23. Could not shut well down to complete install. Will complete installation and programming in a couple weeks.

Thank You for Selecting Applied Ingenuity Your Business is Appreciated!!

Labor Description	Units	Rate	Total	Materials Description	Qty	Unit	Total
9/22/23				I/O Module	2	\$1,859.26	\$3,718.52
Technician Travel	1.00	\$90.00	\$90.00	Local Remote Switch	1	\$95.00	\$95.00
Technician Site	1.25	\$125.00	\$156.25	Link Cable	1	\$69.33	\$69.33
PU Mileage	62.00	\$2.03	\$125.86	L/R Program	1	\$50.00	\$50.00
Per Diem	1.00	\$300.00	\$300.00				

Tax Authority Rate **Total Tax**
 0.00%

\$0.00	Labor	\$672.11
\$0.00	Materials	\$3,932.85
\$0.00	All Taxes	\$0.00
\$0.00	Invoice Total	<u>\$4,604.96</u>

Staff Report

To: City Council
From: Chase Pearson
Date: 04/08/2024



Subject: IGA Arizona Department of Forestry

Background: Our current intergovernmental agreement (IGA) between the City of Williams and The Arizona Department of Forestry and Fire Management is set for renewal. This agreement is needed to request State and Federal resources in the event of a wildland fire. This agreement also allows State Forestry to request resources from the City of Williams when available. With this IGA in place, the City of Williams can submit for reimbursement for resources used outside of the city limits through a cooperative fire rate agreement. This IGA is also needed to be eligible for grants through the Arizona Department of Forestry. This agreement will be in place for 10 years.

Fiscal Impact: The agreement does not incur any costs. We have received grant funding through the Department of Forestry.

Recommendation: Please consider approving the Intergovernmental agreement with the Arizona Department of Forestry.

Contract No. _____

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
COOPERATIVE AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between City of Williams hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each

request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are

the incident commander;

6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section

19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: “**The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.**” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the “**State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: “**The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.**” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the “**State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. 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

a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the “**State of Arizona, its**

departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract 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.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or

university then none of the above shall apply.

20. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable 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, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes 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 the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party 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 neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperators;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona Dept. of Forestry & Fire Mgt.
 1110 West Washington, Suite 500
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

City of Williams
113 S 1st St
Williams, AZ 86046
928-635-4451

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

Tim Pettit
(Print Name)

Signature

City Manager
Title

Date

STATE FORESTER:

Thomas A. Torres
Print Name

Signature

State Forester
Title

Date