PIERCE | COLEMAN

Justin S. Pierce
Stephen B. Coleman
Aaron D. Arnson
Trish Stuhan
Christina Estes-Werther
Jon M. Paladini
Joseph D. Estes

17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255

2812 N. Norwalk, Suite 107
Mesa, Arizona 85215

Dominic L. Verstegen
Allen H. Quist
Robert W. Wingo
Rodney F.W. States
Justin B. Petersen
Michelle N. Stinson
Alexandra N. Cayton
Matthew W. Schiumo

June 18, 2025

VIA ELECTRONIC MAIL

Rick Husk, Human Resources and Risk Management Director
James Menlove, County Manager
Gila County
Email: rhusk@gilacountyaz.gov; jmenlove@gilacountyaz.gov

Re: Engagement Letter – Gila County Personnel Commission

Dear Mr. Menlove:

We are pleased that the Gila County Personnel Commission (the "Commission") has decided to retain Pierce Coleman PLLC to provide general advice and counsel on an as needed basis. I am writing to address the terms of our representation. We will do our best to serve you efficiently.

Scope of Services

We understand the initial scope of our engagement will be to represent and advise the Commission on an as needed basis.

Fees

I will be the primary attorney handling this matter but will utilize other attorneys and legal assistants in the firm in the best exercise of my professional judgment. As a professional courtesy, we will extend the following discounted hourly rates for this matter: Partners/Of Counsel – $330.00; Associates – $250.00; Paralegals and law clerks – $150.00. If you ever have any questions or concerns about fees at any time, please feel free to contact me.

Disbursements

Disbursements, if any, will be billed back to you on a dollar-for-dollar basis. We request reimbursement for travel-related expenses, if any, including lodging, air travel, cab fares, parking fees, and mileage. We do not request reimbursement for meals. We also request reimbursement for photocopying costs at $.10 per page, postage, messenger service, and delivery charges where material must be sent via certified, registered, or express mail or package carrier.

Billing

We send invoices to our clients monthly via e-mail. The billing will contain a brief summary of the nature of the work, the fees and the costs advanced. For timeliness sake, we will do our best to send invoices for services rendered and expenses incurred on your behalf no later than two or three weeks after the completion of the month in which the work is performed.

Applicable Law

This agreement shall be interpreted according to the laws of the State of Arizona.

We very much appreciate the opportunity to serve the Commission and hope you will be pleased with the quality and efficiency of our work. We welcome your questions about this letter, our policies, our bills and our work, so please call me directly if you ever have any questions.

In order to confirm the Commission's agreement to our representation on these terms, we ask that you sign below and return this letter to us.

Please let me know if you require any further information.

Sincerely,

/s/ Rodney F.W. States

Rodney F.W. States

RFWS/maw

AGREED:

GILA COUNTY PERSONNEL COMMISSION

By: James Menlove (Aug 21, 2025 15:01:50 PDT)

Title: COUNTY MANAGER

Date: 08/21/2025

ADDENDUM TO ENGAGEMENT LETTER – GILA COUNTY PERSONNEL COMMISSION

STANDARD GILA COUNTY TERMS AND CONDITIONS ADDENDUM

Contract Name:	**Legal Representation to Gila County Personnel Commission**	**Contract No.:**	**Engagement Letter dated June 18, 2025**

THIS ADDENDUM TO ENGAGEMENT LETTER – GILA COUNTY PERSONNEL COMMISSION is made and entered into this 21st day of August, 2025, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pierce Coleman PLLC, of the City of Scottsdale, State of Arizona, hereinafter designated the Contractor. The parties agree to add the following terms to the Contract:

ACKNOWLEDGMENT

Each party acknowledges that the party's dated signature on the contract documents is intended to fully bind that party to the entire contract.

CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference the same as if fully set forth in this Contract.

CERTIFICATION OF NO FORCED LABOR

Contractor does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China

Contractor further agrees that if the Contractor becomes aware, during the term of this Contract, that the Contractor is not in compliance with this Certification, Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

ENTIRE CONTRACT

The Contractor and the County have read all parts of this Contract, including the Standard Gila County Terms and Conditions Addendum, and agree to be bound by all its terms. The parties further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

INDEMNIFICATION

Contractor shall indemnify, defend, save, and hold harmless the County of Gila and its 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, 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 Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. 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 arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for the County.

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Contract.

Contractor further agrees that if the Contractor becomes aware, during the term of this Contract, that the Contractor is not in compliance with this Certification, Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

JURISDICTION AND DISPUTE RESOLUTION

Both parties agree that this Contract shall be governed by the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein. In the event of a dispute, the parties shall meet and confer to resolve the dispute. If there is no satisfactory resolution, the Gila County Superior Court is the proper forum for resolution of the dispute.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Contractor's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each Contractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby

warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Contractor.

NON-APPROPRIATIONS

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriations provision as an emergency fiscal measure. The County shall not activate this non-appropriations provision for its convenience, to circumvent the requirements of this Contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

NON-WAIVER OF ENFORCEABILITY

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of the County to enforce each provision.

RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of the County. Contractor represents that they have or will secure, at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that they have obtained or will obtain Workers' Compensation insurance for their employees working on this Contract and that any subcontractors will likewise obtain Workers' Compensation insurance for their employees working on this Contract. It is further agreed by Contractor that they shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of Contractor shall be deemed an officer, employee, or agent of the County.

TERM

This Contract commences on the date signed by the County Manager and remains in effect for one year thereafter, unless terminated earlier pursuant to this Contract. The County shall have the option to renew the contract for up to three (3) additional one-year periods.

(Remainder of page intentionally left blank; signature page follows.)

ADDENDUM TO ENGAGEMENT LETTER – GILA COUNTY PERSONNEL COMMISSION

Contract End Date: One Year from Date Signed **Renewal Option:** ☒ **Yes** ☐ **No**

Maximum Dollar Limit: $49,900.00

CONTRACT INFORMATION

Company Name:	Pierce Coleman PLLC	Contact Person:	Rodney F. W. States
Address:	17851 N 85th St Ste 175		
City:	Scottsdale	State, Zip	AZ 85255
Phone:	480-534-1267	Email:	Rodney@PierceColeman.com

IN WITNESS WHEREOF, Engagement Letter dated June 18, 2025 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

James Menlove (Aug 21, 2025 15:01:50 PDT)

James Menlove

08/21/2025

Date

PIERCE COLEMAN PLLC

Rodney States

Rodney States (Aug 21, 2025 08:59:41 PDT)

Signature

Rodney States

Printed Name

Attorney

Title

08/21/2025

Date