



MEMBERS OF THE PUBLIC MAY ATTEND VIA ZOOM BY CLICKING ON THE FOLLOWING LINK:

<https://us06web.zoom.us/j/82810881815?pwd=8WybnFaRNqjG4SR82XWVa6VxZxu7YV.1>

OR BY CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 828 1088 1815 FOLLOWED BY PASSCODE 072363.

MEMBERS OF THE PUBLIC CAN ALSO LISTEN TO THE MEETING BY LOGGING ONTO THE CITY'S WEBSITE USING THIS LINK: http://www.winslowaz.gov/government/agendas_and_minutes/index.php

**AGENDA
NOTICE OF REGULAR MEETING
OF THE WINSLOW CITY COUNCIL**

DECEMBER 9, 2025 – 6:30 P.M. ~ DOORS OPEN AT 6:00 P.M.

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the City Council of the City of Winslow, Arizona and to the general public that the Winslow City Council will hold a regular meeting on Tuesday, December 9, 2025 at 6:30 p.m. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona. Members of the City Council will attend either in person or via Zoom. The public may be asked to temporarily relocate if an executive session occurs and will be invited back in when the City Council returns from executive session.

1. PLEDGE OF ALLEGIANCE

- 2. INVOCATION/MOMENT OF SILENCE** *The Invocation may be offered by a person of any religion, faith, belief or non-belief, as well as by councilmembers or staff. Interested persons should contact the Clerk for further information.*

3. ROLL CALL - EXCUSE ABSENT MEMBERS

4. CALL TO THE PUBLIC (see description and limitations section below)

Those wishing to address the City Council need not request permission in advance. Public comments are limited to matters within the legal authority and jurisdiction of the City. Speakers shall state their name before speaking, and comments shall be limited to three minutes. Citizens are expected to address the Council with civility rather than personal attacks upon the Mayor & Council, staff, personnel or other persons in attendance or absent. The City Council may not address or discuss the comment other than to 1) direct the matter to staff for follow up; 2) place the matter on a future agenda for discussion; or 3) respond to criticism at the end of Call to the Public.

5. MAYOR AND COUNCILMEMBERS REPORTS

- A. Current Events and Announcements
- B. Future Agenda Items

6. SCHEDULED PRESENTATIONS AND PROCLAMATIONS

- A. Proclamation – Recognizing the Winslow High School Dance Line's 2025 AIA Division III State Gameday Dance Championship
- B. Presentation of Employee Service Awards
- C. Quarterly Northland Pioneer College (NPC) Report Which May Include Update on the 2025-2030 Strategic Planning Process, Introduction of New Friends & Family Executive Director and Little Colorado Campus Activities

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include Project and Development Update
- B. Quarterly Report by Fire Chief Which May Include Department Overview and Emergency Response Highlights

8. CONSENT CALENDAR – The following items on the Consent Calendar will be acted on by one vote unless members of the Council, staff request the item to be discussed and/or removed from the Consent Calendar for separate action.

- A. Discussion and/or Action to Approve the Check Register (Daniel Hendrix)
- B. Discussion and/or Action to Approve Minutes of the City Council Regular Meeting of November 25, 2025 (Suzy Wetzel)
- C. Discussion and/or Action to Approve Intergovernmental Agreement for Court Collection and Criminal Justice Services (David Coolidge)
- D. Discussion and/or Action to Approve Agreement Between City and AECOM Technical Services to Provide Services Pursuant to a Cooperative Purchasing Contract Related to Grant Administration, Compliance Monitoring and Project Management Assistance for the I-40 TradePort Corridor (David Coolidge)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Action to Approve the Professional Services Agreement Between the City and The Kruse Group and Authorize City Manager to Sign (David Coolidge)

10. ADJOURNMENT

The City Council reserves the right to move into executive session for legal advice under authority of A.R.S. 38-431.03(A)(3) on any of the above agenda items. A copy of the agenda background materials already made available to the City Council is available at City Hall, 102 East Third Street, Winslow, Arizona between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday and at the Winslow Public Library, 617 West Third Street, Winslow, Arizona during regular library hours.

Pursuant to the Americans with Disabilities Act (ADA) the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. Assistive listening devices are available for the public's use for meetings. Reasonable accommodations will be made upon request for persons with disabilities or for those who speak English other than very well. If you need an accommodation for a meeting, please call the City Clerk's Office at 928-289-1416 TDD # 928-289-4784 at least 48 hours prior to the meeting so that an accommodation can be arranged.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

—Office of the Mayor—



Proclamation

**A PROCLAMATION OF THE MAYOR AND COUNCIL
OF THE CITY OF WINSLOW, ARIZONA,
HONORING THE WINSLOW HIGH SCHOOL DANCE LINE
2025 AIA DIVISION III STATE GAMEDAY DANCE CHAMPIONS**

WHEREAS, the Winslow High School Dance Line has earned statewide distinction by winning the 2025 AIA Division III State Gameday Dance Championship; and

WHEREAS, this victory marks the team's third consecutive State Championship, having secured back-to-back titles in 2023, 2024 and now 2025, demonstrating exceptional consistency, discipline and athletic excellence; and

WHEREAS, dance is a demanding and highly competitive athletic endeavor requiring strength, endurance, coordination, teamwork, artistic expression and countless hours of dedicated practice; and

WHEREAS, the achievements of the Winslow High School Dance Line reflect the talent and commitment of its student-athletes, as well as the unwavering support of their families, the leadership and guidance of their coaches and the encouragement of Winslow High School and the Winslow community; and

WHEREAS, earning three consecutive state titles is an extraordinary and rare accomplishment - one worthy of pride, recognition and celebration throughout our city and one that further strengthens Winslow's longstanding tradition of athletic excellence; and

WHEREAS, accomplishments of this caliber extend beyond trophies and awards, building character, discipline, confidence and resilience in our youth while inspiring future generations to pursue excellence in academics, athletics and the arts; and

WHEREAS, this achievement is not only commendable on a college application, but stands as a community-wide point of pride, reflecting what dedication, teamwork and strong community support can achieve.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Winslow, Arizona, does hereby recognize and commend the Winslow High School Dance Line for earning the title of 2025 AIA Division III State Gameday Dance Champions and for achieving an outstanding three-peat State Championship.

BE IT FURTHER RESOLVED, that the City of Winslow extends its heartfelt pride, gratitude and congratulations to these exceptional student-athletes, their coaches and all who contributed to their success and proudly celebrates their achievements and honor them as a source of inspiration for our entire community.

DATED this 9th day of December, 2025.

Mayor

ITEM 6A

Welcome Mayor, City Council Members, City Manager, and Citizens of Winslow.

This is the quarterly report of the City of Winslow Fire Department.

As Fire Chief, I am here to provide the highest-level service to our internal and external customers.

I will do everything in my power to protect and support the men and women under my command. I am fully committed and will be accountable to our community.

Our intent is to drive the mission of service and safety to the membership of the community that we serve. Working with the City Manager, I implemented a plan to improve the department's level of services.

Winslow Fire Department is an "all hazards fire department" which means we are dispatched to the following types of calls:

Medical Emergency, Motor Vehicle Accidents, Hazmat Incidents, Water Rescue and Recovery, Structure Fire, Power Lines Down, and Public Lift Assist.

Community Risk Reduction (CRR) Division is a proactive approach aimed at preventing or mitigating the loss of life, property, and resources associated with life safety, fire, and other disasters within a community. The most effective risk-reduction is a combination of prevention and mitigation strategies to prevent community risks.

Winslow Fire Department Community Risk Reduction Division consists of the following: Public Education, Plan Review, Inspection of Fire Hydrants, and applying the 2018 Fire Code to inspections of new and existing buildings.

Highlights of 911 Calls.

Fire

Three Semi- Truck fire on I-40 Freeway. Winslow Fire Department, DPS and ADOT responded to both incidents. The crews handle the call by closing the freeway and fighting the fire on the I-40. The Officer in charge filed reports and submitted an invoice to EF Recovery to recoup funds for service provided.

Medical

Winslow Fire Department, Winslow Police Department, and Action Medical responded to several serious domestic violence 911 calls. These calls are the focus of this report due to our citizens and the crewmembers that respond to them. We are talking about behavioral health for our first responders. As the chief it is my responsibility to perform an gap analysis on the behaviors and mindsets that must change to reduce mental health for our members.

Highlights

- Winslow Fire Department apparatus PowerPoint.
- Building a program to enhance the City of Winslow. Incident Command, pre plan, inspections, responder, hydrant locations, record fire and EMS training, staffing scheduler and event scheduler. Two-year project.
- Rebuilt the fire pump in engine 1. Cost savings of \$20,000 and only \$2,500.
- Plan to rebuild Engine 3 pump in January 2026.
- Hosted three BNSF Railroad Training in Winslow on railcars and Amtrack Training.
- Winslow Fire Department works with all other departments in the city to unite as one. For instance, burning piles at the transfer station, checking hydrants, working with Winslow Police Department on community activities, and staging at sporting events.
- Community events include school educational programs, Breakfast with Santa and helping with food distribution.
- Firefighters working with are youths in all sports.
- Badge Pinning Ceremony

we recognize our firefighters, engineers, and captains — the men who serve with honor, dedication, and professionalism each and every day. You represent the heart of this department, and I could not be prouder of the work you do for this community.

But this evening is also about the families — the husbands, wives, parents, children, and loved ones who stand beside our members through long shifts, missed holidays, and sleepless nights. You are the quiet strength behind every call we answer. Without you, we could not do what we do.

Thank you for letting me be part of the City of Winslow and the Fire Chief.

Michael A. Duran

Fire Chief

Winslow Fire Department

December Quarterly Report by Fire Chief Michael Duran.

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/16/2025 to 11/30/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ADVANCED INFOSYSTEMS	ACH	16881	11/18/2025	11/18/2025	275.33	PRE-PROCESSING DATA - 10/31/25	03922.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16881	11/18/2025	11/18/2025	275.34	PRE-PROCESSING DATA - 10/31/25	04921.001.50.3005 - postage	
ADVANCED INFOSYSTEMS	ACH	16881	11/18/2025	11/18/2025	275.34	PRE-PROCESSING DATA - 10/31/25	05929.001.50.3005 - postage	
					<u>\$826.01</u>			
					\$826.01			
ALL COPY PRODUCTS INC	110723	AR4952697	11/20/2025	11/20/2025	331.46	CONTRACT BASE RATE - KONICA MINOLTA 06/1	01819.001.23.2082 - Annual Support/W	
					<u>\$331.46</u>			
AMEX	EFT	11.16.25	11/16/2025	11/16/2025	6.33	AMEX FEE	01810.020.20.2039 - other prof.service	
AMEX	EFT	11.17.25	11/17/2025	11/17/2025	2.42	AMEX FEE	01810.020.20.2039 - other prof.service	
					<u>\$8.75</u>			
ARIZONA LAW ENFORCEMENT RA	110745	25-1209	06/05/2025	11/26/2025	2,253.59	MAINTENANCE AND REPAIR OF RADAR LIDAR	01850.034.20.2039 - other prof.service	
					<u>\$2,253.59</u>			
ARIZONA STATE RETIREMENT SY	ACH	PR111625-221	11/20/2025	11/20/2025	49.04	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR111625-221	11/20/2025	11/20/2025	516.78	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR111625-221	11/20/2025	11/20/2025	2,938.16	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR111625-221	11/20/2025	11/20/2025	40,793.08	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					<u>\$44,297.06</u>			
AXON ENTERPRISE, INC.	110724	INUS395959	11/20/2025	11/20/2025	90,882.28	BUNDLE - OFFICER SAFETY PLAN 11/15/25	01850.034.23.2082 - Annual Support/W	
					<u>\$90,882.28</u>			
AZ Department of Environmental Qu	110725	0000435246X	11/20/2025	11/20/2025	90.00	WWTP WQL WATER QUALITY	05929.001.29.2907 - adeq fees	
					<u>\$90.00</u>			
AZ DEPARTMENT OF REVENUE	ACH	PR111625-5765	11/20/2025	11/20/2025	7,342.60	State Income Tax	0107061 - Payroll - State Withholding	
					<u>\$7,342.60</u>			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR111625-21	11/20/2025	11/20/2025	504.34	Child Support AZ1	0107025 - Payable - ChildSupport/Gam	
					<u>\$504.34</u>			
AZ PUBLIC SERVICE	ACH	0332931000-11.1	11/18/2025	11/18/2025	6,516.24	CITY ST LTS 10/10/25 - 11/10/25	07871.055.21.2050 - utilities	
AZ PUBLIC SERVICE	ACH	8313390000-11.1	11/19/2025	11/19/2025	51,994.13	CITY WIDE/ELECTRICITY 10/13/25 - 11/19/25	0106002 - Cash - adjusted	
					<u>\$58,510.37</u>			
Barr, Inc.	110726	26987	11/20/2025	11/20/2025	34,391.77	Cooler/Freezer combo with Freight and sales tax	13001.001.70.4009 - capital - general e	
					<u>\$34,391.77</u>			
BERT, THOMPSON	110727	11132025	11/20/2025	11/20/2025	87.50	SAFETY WORK BOOTS REIMBURSEMENT	01830.022.50.3084 - uniforms & related	
					<u>\$87.50</u>			
BROWN, JOSETTE	110728	11182025	11/20/2025	11/20/2025	50.00	GSH DEPOSIT REFUND 11/16/25	0107040 - Deposits	
					<u>\$50.00</u>			
CALIFORNIA STATE	ACH	PR111625-5766	11/20/2025	11/20/2025	714.53	Child Support CA1	0107025 - Payable - ChildSupport/Gam	
					<u>\$714.53</u>			
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	13.10	FACILITIES OCTOBER 2025	01825.040.50.3299 - other supplies	
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	20.32	FACILITIES OCTOBER 2025	01850.034.50.3299 - other supplies	
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	132.43	FACILITIES OCTOBER 2025	01830.022.50.3100 - small tools/minor	
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	190.92	FACILITIES OCTOBER 2025	01825.001.50.3299 - other supplies	
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	243.13	FACILITIES OCTOBER 2025	01825.032.50.3299 - other supplies	
CASEY'S	110729	FACILITIES-OCT	11/20/2025	11/20/2025	449.70	FACILITIES OCTOBER 2025	01830.022.50.3299 - other supplies	
CASEY'S	110729	PARKS-OCT.25	11/20/2025	11/20/2025	39.38	PARKS OCTOBER 2025	01825.001.50.3100 - small tools/minor	

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/16/2025 to 11/30/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CASEY'S	110729	PARKS-OCT.25	11/20/2025	11/20/2025	261.25	PARKS OCTOBER 2025	01825.001.50.3299 - other supplies	
CASEY'S	110729	PARKS-OCT.25	11/20/2025	11/20/2025	273.66	PARKS OCTOBER 2025	01825.032.50.3100 - small tools/minor	
CASEY'S	110729	PARKS-OCT.25	11/20/2025	11/20/2025	336.16	PARKS OCTOBER 2025	01825.032.50.3299 - other supplies	
CASEY'S	110729	ROADSIDE-OCT.	11/20/2025	11/20/2025	53.81	ROADSIDE OCTOBER 2025	07871.018.50.3100 - small tools/minor	
CASEY'S	110729	ROADSIDE-OCT.	11/20/2025	11/20/2025	177.85	ROADSIDE OCTOBER 2025	07871.018.50.3299 - other supplies	
CASEY'S	110729	STREETS-OCT.2	11/20/2025	11/20/2025	20.12	STREETS OCTOBER 2025	07871.055.50.3100 - small tools/minor	
CASEY'S	110729	STREETS-OCT.2	11/20/2025	11/20/2025	76.10	STREETS OCTOBER 2025	07871.055.50.3299 - other supplies	
CASEY'S	110729	WATER-OCT.25	11/20/2025	11/20/2025	103.67	WATER OCTOBER 2025	03922.001.50.3100 - small tools/minor	
CASEY'S	110729	WATER-OCT.25	11/20/2025	11/20/2025	228.31	WATER OCTOBER 2025	03922.001.50.3299 - other supplies	
					\$2,619.91			
CINTAS	110730	4249327310	11/20/2025	11/20/2025	19.31	UNIFORMS - 11/10/25	07871.055.50.3084 - uniforms/related it	
CINTAS	110730	4249327310	11/20/2025	11/20/2025	24.76	UNIFORMS - 11/10/25	04921.001.50.3084 - uniforms & related	
CINTAS	110730	4249327310	11/20/2025	11/20/2025	40.55	UNIFORMS - 11/10/25	12940.065.50.3084 - uniforms/related it	
CINTAS	110730	4249327310	11/20/2025	11/20/2025	74.82	UNIFORMS - 11/10/25	03922.001.50.3084 - uniforms & related	
CINTAS	110730	4249327310	11/20/2025	11/20/2025	80.09	UNIFORMS - 11/10/25	05929.001.50.3084 - uniforms & related	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	10.55	UNIFORMS - 11/10/25	01825.001.20.2039 - other prof. service	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	39.47	UNIFORMS - 11/10/25	07871.018.50.3084 - uniforms/related it	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	63.35	UNIFORMS - 11/10/25	01830.022.50.3084 - uniforms & related	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	67.09	UNIFORMS - 11/10/25	01830.022.20.2039 - other prof.service	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	102.12	UNIFORMS - 11/10/25	07871.055.50.3084 - uniforms/related it	
CINTAS	110730	4249327432	11/20/2025	11/20/2025	110.93	UNIFORMS - 11/10/25	01825.001.50.3084 - uniforms & related	
					\$633.04			
					\$633.04			
COLONIAL	ACH	PR110225-53	11/06/2025	11/25/2025	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
COLONIAL	ACH	PR111625-53	11/20/2025	11/25/2025	17.33	Colonial Post Tax	0107073 - Payroll - Elective Benefits	
					\$34.66			
					\$34.66			
COMBS, AARON	110731	11182025	11/20/2025	11/20/2025	900.00	UNIFORM ALLOWANCE - A.COMBS	01850.034.50.3084 - Uniforms & Relate	
					\$900.00			
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	75.00	EXTERMINATING SERVICES - MAR 25	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	79.00	EXTERMINATING SERVICES - MAR 25	01850.125.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	148.00	EXTERMINATING SERVICES - MAR 25	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	158.00	EXTERMINATING SERVICES - MAR 25	05929.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	165.00	EXTERMINATING SERVICES - MAR 25	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	279.00	EXTERMINATING SERVICES - MAR 25	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	284.00	EXTERMINATING SERVICES - MAR 25	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	32825	05/29/2025	11/20/2025	359.00	EXTERMINATING SERVICES - MAR 25	01825.001.20.2039 - other prof. service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	75.00	EXTERMINATING SERVICES - APR.25	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	79.00	EXTERMINATING SERVICES - APR.25	01850.125.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	146.00	EXTERMINATING SERVICES - APR.25	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	158.00	EXTERMINATING SERVICES - APR.25	05929.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	165.00	EXTERMINATING SERVICES - APR.25	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	279.00	EXTERMINATING SERVICES - APR.25	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	284.00	EXTERMINATING SERVICES - APR.25	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110732	42825	06/05/2025	11/20/2025	359.00	EXTERMINATING SERVICES - APR.25	01825.001.20.2039 - other prof. service	
					\$3,090.00			
GABRIELLE TSINIJINNI, TYLER BE	110733	6218002-REISSU	11/20/2025	11/20/2025	105.42	CHECK REISSUE - ACCT #6218002	0307040 - Utility Customer Deposits	
					\$105.42			
GENERAL PACIFIC INC	110734	1530896	11/20/2025	11/20/2025	700.00	DRONE CERTIFICATION TRAINING- D.WALTON	01850.034.25.2159 - training & seminar	
					\$700.00			
HSA BANK	ACH	PR111625-5769	11/20/2025	11/20/2025	1,193.03	HSA ES	0107082 - Payroll- Health Savings Acct	

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/16/2025 to 11/30/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
HSA BANK	ACH	PR111625-5769	11/20/2025	11/20/2025	1,750.97	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR111625-5769	11/20/2025	11/20/2025	1,972.86	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR111625-5769	11/20/2025	11/20/2025	2,265.93	HSA EE	0107082 - Payroll- Health Savings Acct	
					\$7,182.79			
HYDRO GEO CHEM, INC	110735	23547	11/20/2025	11/20/2025	5,424.90	LUST WELL MONITORING 10/31/25	07871.055.20.2039 - other prof.service	
					\$5,424.90			
INTERNAL REVENUE SERVICE	ACH	PR111625-5764	11/20/2025	11/20/2025	8,939.14	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR111625-5764	11/20/2025	11/20/2025	21,320.85	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR111625-5764	11/20/2025	11/20/2025	33,660.90	Social Security Tax	0107063 - Payroll - FICA	
					\$63,920.89			
JOHN GRAVES PROPANE OF ARIZ	110736	408370	11/20/2025	11/20/2025	192.18	FACILITY PROPANE 11/12/25	03922.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	110736	408370	11/20/2025	11/20/2025	192.18	FACILITY PROPANE 11/12/25	05929.001.21.2050 - utilities	
JOHN GRAVES PROPANE OF ARIZ	110736	408370	11/20/2025	11/20/2025	192.19	FACILITY PROPANE 11/12/25	12940.065.21.2050 - utilities	
					\$576.55			
					\$576.55			
JOUEN, ELIAS	ACH	116 COW	11/18/2025	11/18/2025	5,600.00	CONSULTANT SERVICES - 11/03/25 - 11/16/25	01810.020.20.2039 - other prof.service	
					\$5,600.00			
JPMORGAN CHASE BANK NA	ACH	NOV 25	11/19/2025	11/19/2025	1,263.66	RAGHT Vision	0107066 - Payroll - Vision Insurance	
JPMORGAN CHASE BANK NA	ACH	NOV 25	11/19/2025	11/19/2025	1,838.54	Retiree Medical RAGHT	0106055 - Retiree Insurance	
JPMORGAN CHASE BANK NA	ACH	NOV 25	11/19/2025	11/19/2025	3,613.30	RAGHT Life	0107093 - Payroll - Employer Life/STD	
JPMORGAN CHASE BANK NA	ACH	NOV 25	11/19/2025	11/19/2025	7,671.62	RAGHT Dental	0107070 - Payroll - Dental Insurance	
JPMORGAN CHASE BANK NA	ACH	NOV 25	11/19/2025	11/19/2025	110,439.42	RAGHT Medical	0107072 - Payroll - Medical Insurance	
					\$124,826.54			
					\$124,826.54			
LASHOMB, LAURIE	110746	01	10/30/2025	11/26/2025	350.00	PRODUCE FOR OCTOBER 2025	21836.001.20.2039 - other professional	
LASHOMB, LAURIE	110746	02133	10/30/2025	11/26/2025	335.00	PRODUCE FOR OCTOBER 2025	21836.001.20.2039 - other professional	
					\$685.00			
					\$685.00			
NATIONWIDE ASRS 457	ACH	PR111625-6120	11/20/2025	11/20/2025	1,673.50	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					\$1,673.50			
NATIONWIDE ASRS ROTH	ACH	PR111625-6122	11/20/2025	11/20/2025	728.50	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					\$728.50			
NATIONWIDE RETIREMENT SOLU	ACH	PR111625-6126	11/20/2025	11/20/2025	1,119.58	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR111625-6126	11/20/2025	11/20/2025	1,190.56	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$2,310.14			
NATIONWIDE WINSLOW 457	ACH	PR111625-6121	11/20/2025	11/20/2025	1,794.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					\$1,794.00			
NATIONWIDE WINSLOW ROTH	ACH	PR111625-6123	11/20/2025	11/20/2025	325.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					\$325.00			
NELSON, JENNIFER	VOID	072123a	11/17/2025	11/17/2025	-50.00	Send to unclaimed property, check never cashed	0107040 - Deposits	
NELSON, JENNIFER	VOID	081523a	11/17/2025	11/17/2025	-50.00	Send to unclaimed property, check never cashed	0107040 - Deposits	
					(\$100.00)			
					(\$100.00)			
OCCUPATIONAL HEALTH CENTER	110737	162127990	11/20/2025	11/20/2025	440.00	PD/PHYSICAL 11/03/25	01850.034.20.2039 - other prof.service	
					\$440.00			

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/16/2025 to 11/30/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
PathPoint	EFT	INV-PPM000171	11/17/2025	11/17/2025	3.33	Path Point Merchant service	05929.001.20.2039 - other prof service	
PathPoint	EFT	INV-PPM000171	11/17/2025	11/17/2025	3.33	Path Point Merchant services	04921.001.20.2039 - other prof service	
PathPoint	EFT	INV-PPM000171	11/17/2025	11/17/2025	3.34	Path Point Merchant services	03922.001.20.2039 - other prof service	
PathPoint	EFT	INV-PPM000179	11/17/2025	11/17/2025	7.00	Monthly service fee	01888.044.20.2039 - other prof.service	
					\$17.00			
					\$17.00			
Pierce Coleman PLLC	110738	31911	11/20/2025	11/20/2025	14,500.00	ATTORNEY FEES - OCT 2025	01807.001.20.2039 - other prof.service	
					\$14,500.00			
PLASCENCZA, BRYAN	110739	11182025	11/20/2025	11/20/2025	50.00	GSH DEPOSIT REFUND 11/15/25	0107040 - Deposits	
					\$50.00			
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	299.19	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	1,427.44	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	3,448.62	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	6,486.70	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	9,994.30	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR111625-6113	11/20/2025	11/20/2025	23,285.42	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	CREDIT	PPE 11.16.25	11/20/2025	11/20/2025	-571.06	FD Credit	01860.001.02.1103 - public safety retire	
					\$44,370.61			
Red Wing Business Advantage Acco	110740	574ST1-2381697	11/20/2025	11/20/2025	150.00	SAFETY BOOTS - J.SOFTLEY	05929.001.50.3084 - uniforms & related	
Red Wing Business Advantage Acco	110740	574ST1-2457401	11/20/2025	11/20/2025	45.00	SAFETY BOOTS - T. WESTOVER	03922.001.50.3084 - uniforms & related	
Red Wing Business Advantage Acco	110740	574ST1-2457401	11/20/2025	11/20/2025	52.50	SAFETY BOOTS - T. WESTOVER	05929.001.50.3084 - uniforms & related	
Red Wing Business Advantage Acco	110740	574ST1-2457401	11/20/2025	11/20/2025	52.50	SAFETY BOOTS - T. WESTOVER	07871.055.50.3084 - uniforms/related it	
					\$300.00			
					\$300.00			
RUELAS, BRENDA	Void	6582001.032224a	11/25/2025	11/25/2025	-100.28	Reissue check	0307040 - Utility Customer Deposits	
					(\$100.28)			
SAHMIE, LISA	110741	11182025	11/20/2025	11/20/2025	50.00	GSH DEPOSIT REFUND 11/14/25	0107040 - Deposits	
					\$50.00			
SCOTT ANIMAL HOSPITAL	110742	83448	11/20/2025	11/20/2025	5,436.06	VETERINARY SERVICES OCT 2025	01850.125.20.2039 - other prof.service	
					\$5,436.06			
SECURITY BENEFIT	ACH	PR111625-5768	11/20/2025	11/20/2025	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$95.00			
TALAVERA, MARIA	110743	6134007-REISSU	11/20/2025	11/20/2025	13.36	CHECK REISSUE - ACCT #6134007	0307040 - Utility Customer Deposits	
					\$13.36			
U.S. BANK	WIRE	NOV 2025	11/19/2025	11/19/2025	440.63	Water bond payment	03922.001.26.2201 - bond interest	
U.S. BANK	WIRE	NOV 2025	11/19/2025	11/19/2025	9,666.67	Water bond payment	03922.001.26.2200 - bond principal	
					\$10,107.30			
					\$10,107.30			
UNISOURCE ENERGY SERVICES-	ACH	2563382744-11.1	11/14/2025	11/18/2025	111.07	UNISOURCE 11/14/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3442964259-11.1	11/14/2025	11/18/2025	40.11	UNISOURCE 11/14/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	3458640000-11.1	11/14/2025	11/18/2025	533.49	UNISOURCE 11/14/25 BILL DATE	01888.001.21.2050 - utilities	
UNISOURCE ENERGY SERVICES-	ACH	9385130000-11.1	11/17/2025	11/18/2025	69.52	UNISOURCE 11/17/25 BILL DATE	01888.001.21.2050 - utilities	
					\$754.19			
					\$754.19			
US Treasury Department	ACH	PR111625-8617	11/20/2025	11/20/2025	251.06	Garnishment - T.E.	0107025 - Payable - ChildSupport/Garn	
					\$251.06			

CITY OF WINSLOW
Check Register
All Bank Accounts - 11/16/2025 to 11/30/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
WASTE MANAGEMENT	ACH	01220000-0566-3	11/18/2025	11/18/2025	1,363.72	CITY OF WINSLOW CODE COMPLIANCE 10/01/2	13001.001.20.2015 - Slum & Blight Cle	
					\$1,363.72			
WILLDAN	110744	002-36419	11/20/2025	11/20/2025	167.50	TESLA BATTERY - 1024 BALES 1ST REVIEW	01835.060.20.2039 - other prof.service	
WILLDAN	110744	002-36421	11/20/2025	11/20/2025	323.75	LCMC REMODEL - 1ST REVIEW	01835.060.20.2039 - other prof.service	
WILLDAN	110744	010-64110	11/20/2025	11/20/2025	990.00	PROFESSIONAL SERVICES - 10/31/25	01835.060.20.2039 - other prof.service	
					\$1,481.25			
					\$1,481.25			
WINSLOW, ISABELLA	110747	112125	11/26/2025	11/26/2025	316.37	TRAVEL REIMBURSEMENT 11/14/25 - 11/14/25	21836.001.25.2151 - travel/lodging/me	
					\$316.37			
					\$542,766.74			

Minutes of the regular meeting of the Winslow City Council held on November 25, 2025 at 6:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Cake, Councilmember Crisp, Councilmember MacLean, Councilmember McKee, Councilmember Salazar, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney (via Zoom), Suzy Wetzel City Clerk, Daniel Hendrix Finance Director, Ernie Cano Police Chief, Michael Duran Fire Chief, Tim Westover Public Works Director, Jack Fitchett Economic Development Director (via Zoom), Kelley Ward Human Resources Director, Sandra Knight Recreation Manager

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Justin McKinney. Roll call was taken and all members were present.

CALL TO THE PUBLIC

Stephen Rogers spoke regarding his personal experience with homelessness and urged the Council to create a task force to address the growing crisis.

Claudia Duran, wife of Fire Chief Michael Duran, stated that she is thankful for being a resident of Winslow and is honored to be in the presence of people who have integrity.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

The following events and announcements were made under this item:

Councilmember Crisp

- Santa Train on December 11th
- Festival of Trees event
- Farmers Market information

- Warther Farms potato giveaway on November 26th

Mayor Cano

- Extended thanks to all city staff responsible for making the Christmas Parade an amazing event

B. Future Agenda Items

Councilmember McKee requested that discussion regarding handicap parking in the downtown area be placed on a future agenda.

STATUS REPORTS

A. Verbal Status Report on Current City Activities by City Manager Which May Include Creation of Volunteer Programs and Implementation of State Legislation

The City Manager referred to recent changes in the federal legislation for SNAP benefit recipients and discussed how the city plans to assist individuals to meet the requirement of 80 hours a month of volunteer work.

The City Manager also provided detailed information regarding Senate Bill 1529 requiring all municipalities to establish a standard preapproved housing design plan program or directly provide a library of preapproved housing plans. The City Manager responded to a question from Councilmember Crisp regarding the impact that this bill will have on the zoning code.

In closing, the City Manager announced that there will be a December 9th City Council meeting but reminded the Council that the 23rd meeting is cancelled.

B. Monthly Financial Report by Finance Director Which May Include Balances, Expenditures and Revenues in All Funds

After stating that 33% of the fiscal year has passed, the Finance Director highlighted information from his written report for the month of October. The report included Citywide revenues and expenditures, General Fund revenues and expenditures, HURF Fund revenues and expenditures and Enterprise Funds (Water, Sanitation and Wastewater) revenues and expenditures. The Finance Director stated that income and expenditures are within expected variances for all funds.

The Finance Director also provided information on total cash and investments as of October 31st.

C. Quarterly Report by Recreation Manager Which May Include Information from Past Events and Announcements for Upcoming Events

The Recreation Manager provided information regarding the success of the Halloween event that was held on the 31st and thanked the Public Works Department and the library staff for their assistance with the event. The Recreation Manager also thanked local businesses and the community for their support.

The Recreation Manager then stated that youth basketball registration has closed and the season will begin on January 5th. The Recreation Manager also announced that the Santa Train will be held on December 11th and the First Street Park will remain decorated throughout the month of December.

The Recreation Manager stated that she is assisting with a parade to honor the High School Dance Line, who recently won their third state championship, that is tentatively scheduled for December 5th.

In response to a question from Councilmember McKee, the Recreation Manager stated that Frequency Float will resume in January. The Recreation Manager also responded to a comment regarding next year's Halloween Parade in the Park event.

CONSENT CALENDAR

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to approve the Consent Calendar. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

- A. Discussion and/or Action to Approve the Check Register**
- B. Discussion and/or Action to Approve Minutes of the City Council Regular Meeting of October 28, 2025**
- C. Discussion and/or Action to Approve Ordinance No. 1443 Approving a Public Waterline Easement Between the City and Off-Grid Development L.L.C, Authorizing and Directing the Mayor, City Manager and City Attorney to Execute Said Easement on Behalf of the City, and to Take all Actions Necessary to Complete the Transaction**

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Mayor Cano, to adjourn at 7:06 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

Mayor

Attest:

City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Winslow City Council held on November 25, 2025 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this 9th day of *December*, 2025.

Suzy Wetzel
City Clerk

INTERGOVERNMENTAL AGREEMENT FOR COURT COLLECTION AND CRIMINAL JUSTICE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made as of November 18, 2025 (the “Effective Date”) by and between NAVAJO COUNTY, a political subdivision of the State of Arizona (the “County”), and the incorporated Arizona Municipalities of HOLBROOK, PINETOP-LAKESIDE, SHOW LOW, SNOWFLAKE, TAYLOR, AND WINSLOW (individually the “Municipality” and collectively the “Municipalities”).

WHEREAS, the County operates the Holbrook, Pinetop-Lakeside, Show Low, Snowflake-Taylor, and Winslow Justice Courts in the respective Municipalities; and

WHEREAS, the Municipalities operate their own municipal Magistrate Courts; and

WHEREAS, both types of courts process cases involving matters originating within the corporate limits of the respective Municipality; and

WHEREAS, the court collection duties of the Justice Court and the Magistrate Court are similar in most respects; and

WHEREAS, A.R.S. §§ 11-951 and 11-952 authorize public agencies such as the County and the Municipalities to enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, A.R.S. § 11-952(L) specifically provides that public agencies may enter into intergovernmental agreements with the Superior Court, Justice Courts, and Magistrate Courts concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

WHEREAS, each Municipality has requested that the County Court Collection Staff perform collection services for its Magistrate Court, and the County is willing to provide such services upon the terms set forth herein; and

WHEREAS, each Municipality has likewise requested that the County, through its County Attorney and Public Defender, provide criminal prosecution and defense services in criminal misdemeanor cases filed by the Municipality’s police officers in the Justice Court, and the County is willing to provide such services upon the terms set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. PURPOSE:

- A.** The purpose of this IGA is to achieve greater efficiency in the operation of the Magistrate and Justice Courts by having the County Court Collection staff perform collection services for the Magistrate Courts.

B. The further purpose of this IGA is to continue the practice of having Municipal police officers and other law enforcement officers file criminal misdemeanor cases, other than municipal code violations, in the appropriate Justice Court for prosecution by the County Attorney and defense by the Public Defender, and to provide for compensation from each Municipality to the County to help defray the costs associated with these criminal justice services.

2. **TERM / EFFECTIVE DATE:** The term of this IGA shall be one year from and after the Effective Date, unless terminated in accordance with paragraph 5 below.

3. **RESPONSIBILITIES OF THE COUNTY:**

A. The County Court Collection staff will provide appropriate collection services for civil and criminal fines, restitution, and other monetary amounts ordered by each Municipality's Magistrate Court.

B. The County Court Collection staff will devote the same care and attention to Magistrate Court cases as to Justice Court cases. The County does not warrant that the services provided hereunder will be error-free, and the County shall have no liability to a Municipality in connection with collection services except in instances of gross negligence or willful misconduct. The County shall indemnify, defend, and hold harmless each municipality and its officials, officers, agents, and employees from and against any and all claims, actions, expenses, losses, or liabilities arising out of the County's gross negligence or willful misconduct in relation to collection services.

C. The County Attorney shall prosecute all criminal misdemeanor violations of state law filed in the Justice Courts by Municipal police officers and other law enforcement officers. The Public Defender shall provide defense services as appointed to do so. Title 28 civil traffic cases, as well as all cases arising out of municipal code violations, shall be filed in the appropriate Magistrate Court unless otherwise agreed by the parties through their prosecuting attorneys. The County shall bear the burden and expense of providing all prosecution, defense, and support services required under this paragraph, subject to payment of an annual fee by each Municipality as set forth in paragraph 4 below.

4. **RESPONSIBILITIES OF EACH MUNICIPALITY:**

A. **Court Collection and Criminal Justice Service Fee:** As compensation in full to the County for all services to be provided hereunder, each Municipality shall pay an annual Court Collection and Criminal Justice Services Fee (the "Fee") as follows:

Municipality	Annual Fee (FY 2025-2026)
Holbrook	\$56,217.00
Pinetop-Lakeside	\$16,570.00
Show Low	\$40,463.00
Snowflake	\$9,455.00
Taylor	\$9,455.00
Winslow	\$64,705.00

- (1) These fees shall remain unchanged for the term of this Agreement. The parties acknowledge that this Fee structure is intended as an interim measure for this one-year term, and future agreements may adopt a different methodology of calculating the Fee.
- B. Each Municipality shall provide, at no cost to the County, timely and complete information and materials in relation to Magistrate Court cases as may reasonably be required for the County Court Collection staff to provide services hereunder.
- C. Each Municipality shall indemnify, defend, and hold harmless the County and its officials, officers, agents, and employees from and against any and all claims, actions, expenses, losses, or liabilities arising out of collection services provided by the County, except for matters within the scope of the County’s indemnity to the Municipality as set forth in paragraph 3. B.
5. **WITHDRAWAL / TERMINATION:**
- A. Any Municipality may withdraw from this IGA, effective as of the next anniversary of the Effective Date, by giving written notice to the County Manager no later than 120 days before the next anniversary of the effective date; any such withdrawal shall not have the effect of terminating this IGA so long as one or more other Municipalities remain as parties. The County may terminate this IGA, effective as of the next anniversary of the Effective Date, by giving written notice to the respective City or Town Managers of the Municipalities no later than 120 days before the next anniversary of the Effective Date. In the event of a withdrawal or termination, the parties shall cooperate to ensure a smooth transition so that the operations of their respective courts are not disrupted.
6. **AUTHORITY:** Each party warrants and represents that the official executing this IGA on its behalf has been authorized to do so by duly adopted resolution of its governing board or council and that this IGA has been reviewed by its legal counsel and determined to be in the proper form and within the scope of its authority.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA as of the Effective Date.

NAVAJO COUNTY

By DocuSigned by:
Dawnafe Whitesinger
090D2749892C445...
Chairman, Board of Supervisors

Attest:

Signed by:
Melissa Buckley
583A5DE819EE48C...
Clerk of the Board

Approved as to form and Authority:

Signed by:
Brad Carlyon
F5F73C6089EA424...
County Attorney

CITY OF HOLBROOK

By _____
Mayor

Attest:

City Clerk

Approved as to form and Authority:

Attorney

TOWN OF PINETOP-LAKESIDE

By _____
Mayor

Attest:

Town Clerk

Approved as to form and Authority:

Attorney

CITY OF SHOW LOW

By _____
Mayor

Attest:

City Clerk

Approved as to form and Authority:

Attorney

TOWN OF SNOWFLAKE

By _____
Mayor

Attest:

Town Clerk

Approved as to form and Authority:

Attorney

TOWN OF TAYLOR

By _____
Mayor

Attest:

Town Clerk

Approved as to form and Authority:

Attorney

CITY OF WINSLOW

By _____
Mayor

Attest:

City Clerk

Approved as to form and Authority:

Attorney

**APPROVED FOR THE NAVAJO
COUNTY SUPERIOR COURT:**

Presiding Judge

Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melcor Salazar
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: December 9, 2025
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Approval of Bridging Agreement with AECOM for Technical Services

RECOMMENDATION

That the Mayor and City Council, by motion, authorize the City Manager to approve the Bridging Agreement with AECOM for Technical Services regarding grant administration, compliance monitoring, and project management assistance related to the BUILD(RAISE) grant.

DISCUSSION

As members of the I40 Tradeport Corridor, the coalition successfully applied and was awarded a \$15 million dollar BUILD planning grant. The funding from this award will be utilized for planning, engineering, and design for the Tradeport hubs and various other projects, such as the Lindbergh Parkway. Initially another member of the coalition was the lead agency for the BUILD grant, however, the City of Winslow has now taken over the lead role to administer the grant. Due to the lack of resources to accommodate the lead administrative role, funding is provided in the award for grant management. These funds will be used to compensate the contractor for the services provided. We ask that authority be given to the City Manager to execute any contracts and subsequent agreements, amendments, or change orders since the aggregate of fees will total more than the \$50,000 threshold currently provided to the City Manager under City Code.

IMPACT ON BUDGET:

No impact on budget.

Respectfully submitted,

David Coolidge
City Manager

Reviewed By:

Finance Director
City Attorney

**AGREEMENT TO PROVIDE SERVICES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
(Bridging Agreement)**

This Agreement is made and entered into by and between the City of Winslow, an Arizona municipal corporation (“Winslow”) and AECOM Technical Services, a California corporation (“Contractor”).

RECITALS

- A. Contractor has contracted with City of Tucson to provide civil engineering and related services pursuant to Contract No. 240161-05 (the “Cooperative Purchasing Contract”), which includes federal compliance provisions under 2 CFR Part 200;
- B. Pursuant to A.R.S. § 41-2631 *et seq.* and Winslow’s Procurement Policy, Winslow has authority to utilize cooperative purchasing contracts and engage contractors under the Cooperative Purchasing Contract’s terms;
- C. Winslow, as lead agency for the I-40 Trade Corridor federal grant, desires to utilize the Cooperative Purchasing Contract to obtain grant administration and compliance support services on an interim basis until a full Cooperative Purchasing Agreement-based contract is executed; and
- D. Winslow has obligations under the Corridor Development Agreement to administer federal grant funds and coordinate hub development. AECOM’s scope under Tucson Contract No. 240161-05 includes project management assistance and compliance for federally funded projects, making it suitable for supporting Winslow’s immediate grant administration and reporting needs.

CONTRACTOR AND WINSLOW, FOR THE CONSIDERATION SET FORTH IN
THIS AGREEMENT, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide grant administration, compliance monitoring, and project management assistance necessary for Winslow to fulfill its obligations under the I-40 Trade Corridor federal grant, including coordination with participating jurisdictions, preparation of federally required reports, and adherence to all applicable federal requirements.

1.2 Services shall be consistent with the Cooperative Purchasing Contract (Exhibit A), except as modified herein in Section 5 below. As used in this Contract, all references to City of Tucson shall mean Winslow.

1.3 Contractor shall comply with all specific requirements and/or options of Winslow, as specified in Exhibit B, which shall include the Scope of Work, as applicable.

2. Federal and State Compliance; Records; Audit; Retention. Contractor shall comply with all applicable state and federal requirements, including but not limited to A.R.S. §§ 35-214 and 35-215, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and shall incorporate all required federal flow-down clauses. Contractor shall maintain complete and accurate records relating to the services and charges under this Agreement in accordance with 2 CFR Part 200 and generally accepted accounting principles (GAAP). Such records shall be retained for a minimum of five (5) years following completion of services. The City of Winslow and any authorized state or federal representatives shall have the right, upon reasonable notice, to audit, inspect, and copy such records during the term of this Agreement and throughout the retention period.

3. Term; Completion of Work.

3.1 Initial Term. Services shall commence upon execution and continue for an initial term of three (3) years, unless earlier terminated pursuant to Section 12.

3.2 Renewal. This Agreement may be renewed for no more than two (2) additional renewal terms of one (1) year each, and only upon the written approval of the Winslow City Manager. Any purported renewal or extension not in compliance with this Section shall be void and of no effect.

4. Compensation and Payment.

4.1 Payment. Payment shall be made in accordance with the hourly rates and terms set forth in the Cooperative Purchasing Contract (Exhibit A). No lump-sum contract fee applies.

4.2 Invoicing. Contractor shall submit itemized monthly invoices identifying labor categories, hours, rates, tasks performed, subcontractor charges, and allowable expenses consistent with 2 CFR Part 200 and Exhibit A. Invoices shall be sent to the notice address in Exhibit B.

4.3 Acceptance. Winslow shall have thirty (30) days to review and accept or reject services and deliverables described on an invoice; undisputed portions will be paid within thirty (30) calendar days from the date of Winslow's acceptance of such services and deliverables. Any disputed portions will be documented with reasons for rejection, and Contractor shall promptly correct and resubmit for review.

4.4 Funding; Non-appropriation. Contractor acknowledges that Winslow's payment obligations are contingent upon the availability of funds and annual budgetary appropriations. Winslow may terminate this Agreement without penalty or further obligation if funds are not appropriated or are otherwise unavailable for the continuation of this Agreement, with written notice effective on the last day for which funds are available.

5. Incorporation of Cooperative Purchasing Contract. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Agreement, except the following terms shall be expressly excluded and deleted and shall not apply:

- 1) SECTION #6 RFQ #240161 (deleted selected attachments and provisions identified below)
 - Attachment A – OFFER AND ACCEPTANCE.RFQ (delete selected provisions identified below)
 - Subsection F.7 (Invoicing)
 - Subsection F.8 (SBE Program Requirements)
 - Subsection F.13 (DBE Program Requirements)
 - Subsection F.14 (Federal Transit Administration (FTA) Requirements)
 - Subsection F.15 (Section 3 HUD Clause)
 - Subsection H.2 (Affirmative Action)
 - Subsection H.22 (Indemnification)
 - Subsection H.32 (Payment)
 - Subsection H.46 (Wage Compliance)
 - Attachment B – 240161 Program Provisions (Business Services Department, Business Enterprise & Compliance Program (BECP), SBE Program Provisions (deleted in its entirety)
 - Attachment C – 240161 DBE Program Provisions for Professional Design (deleted in its entirety)
 - Attachment D – COT ARPA Terms and Conditions (deleted in its entirety)
 - Attachment E – 240161 2 CFP Part 200.321 ARPA DBE Program Provisions (deleted in its entirety)
 - Attachment F – 240161 FTA Terms and Conditions (deleted in its entirety)
 - Attachment G – 240161 DBE Provisions On-Call (deleted in its entirety)
 - Attachment H – 240161 HUD Forms (deleted in its entirety)
- 2) SECTION #7 FTA & HUD (deleted in its entirety)

The Parties further agree that any terms requiring compliance with any specific City of Tucson ordinance, regulation, policy or procedure shall not apply to this Bridging Agreement.

In any conflict between Exhibit A and this Agreement, the Order of Precedence in Section 20 controls.

6. Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name Winslow as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Winslow with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

7. Mandatory Arizona Public Agency Terms.

7.1 No Indemnification by Public Agency. To the extent prohibited by Arizona law, Winslow does not indemnify, defend, or hold harmless Contractor. Any indemnity obligation of Winslow, express or implied, is disclaimed and of no effect.

7.2 Conflicts of Interest; Statutory Cancellation (A.R.S. § 38-511). This Agreement is subject to A.R.S. § 38-511, and may be canceled within three (3) years after its execution without penalty or further obligation by Winslow if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Winslow becomes an employee or agent of Contractor in any capacity with respect to the subject matter of this Agreement.

7.3 Executive Orders; Non-Discrimination; ADA. Contractor shall comply with applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act, and State Executive Orders Nos. 2023-01 and 2009-09.

7.4 Immigration and E-Verify (A.R.S. § 23-214(A); § 41-4401). Contractor warrants compliance with federal immigration laws and regulations and that it has registered for and will use the E-Verify program to verify employment eligibility of all employees performing work under this Agreement, and shall require the same of all subcontractors. A breach of this warranty is a material breach subject to penalties up to and including termination.

7.5 Assignment of Antitrust Claims. Contractor assigns to Winslow any and all claims for overcharges resulting from antitrust violations to the extent such claims relate to goods or services purchased under this Agreement.

7.6 Governing Law; Venue. Arizona law governs this Agreement without regard to conflicts principles. Venue for any permitted judicial proceedings shall be in Navajo County, Arizona.

7.7 Uyghur Forced Labor Compliance (A.R.S. § 35-394). Contractor certifies that it is not engaged in, and for the duration of this Agreement will not engage in, the use of forced labor of ethnic Uyghurs in the People's Republic of China, or support an entity on a prohibited list under A.R.S. § 35-394, if applicable.

7.8 Mandatory Arbitration (A.R.S. § 12-1518). Disputes arising under this Agreement are subject to mandatory arbitration to the extent required by A.R.S. § 12-1518 and applicable law. Nothing herein waives Winslow's non-appropriation rights or statutory cancellation rights.

7.9 Israel Boycott. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

8. Order of Precedence. The following order of precedence applies in the event of a conflict: (i) Mandatory Arizona public agency terms in Section 7 of this Agreement; (ii) Federal requirements and flow-downs applicable to the funding; (iii) This Agreement; (iv) Exhibit A (Cooperative Purchasing Contract), as adapted in Section 1.2; (v) Exhibit B; (vi) Contractor's proposal/quote to the extent incorporated. The higher-priority document controls only to the extent of the conflict.

9. Assignment and Subcontracting. Contractor shall not assign this Agreement or any rights or obligations hereunder, nor subcontract any material portion of the work, without Winslow's prior written consent. Any purported assignment or subcontract in violation of this Section is void. Contractor remains responsible for the performance of approved subcontractors.

10. Confidentiality; Data Security; Intellectual Property.

10.1 Confidential Information. Each party shall keep confidential non-public information received from the other that is marked or reasonably understood as confidential, subject to Arizona public records law. Contractor shall implement commercially reasonable safeguards to protect such information from unauthorized access, use, or disclosure.

10.2 Public Records. Contractor acknowledges that Winslow is subject to Arizona public records laws and may disclose records as required by law, after providing notice to Contractor when practicable to allow designation of confidential or proprietary materials.

10.3 Work Product; IP. All reports, data, writings, and materials created specifically for Winslow under this Agreement ("Deliverables") shall be deemed works made for hire to the extent permitted by law; to the extent not works made for hire, Contractor assigns to Winslow all right, title, and interest in and to the Deliverables upon payment. Contractor retains pre-existing intellectual property and background tools; Contractor grants Winslow a perpetual, royalty-free, non-exclusive license to use, reproduce, and modify such background IP as embedded in the Deliverables to the extent necessary for Winslow's use of the Deliverables.

10.4 Data Rights in Federal Funding Context. To the extent required by federal terms applicable to the grant, federal data rights and access requirements apply and are not superseded by this Agreement.

11. Indemnification; Limitation. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, its officers, employees, and agents from third-party claims to the extent caused by Contractor's negligent acts or omissions in performance of the Services. Nothing herein shall be construed as a waiver of any immunities, defenses, limitations of liability, or damages caps available to the City under Arizona law.

12. Termination.

12.1 For Convenience. Winslow may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days' written notice to Contractor.

12.2 For Cause. Either party may terminate this Agreement for a material breach not cured within fifteen (15) days after written notice specifying the breach.

12.3 Statutory Cancellation and Immigration Breach. Winslow may terminate this Agreement immediately for conflicts under A.R.S. § 38-511 or for a breach of the immigration/E-Verify warranties in Section 7.4.

12.4 Non-Appropriation. Termination may occur as provided in Section 4.4.

12.5 Effect of Termination. Upon termination, Contractor shall cease work as directed, deliver all completed and in-progress work product, and be paid for conforming services satisfactorily performed through the effective date, subject to available appropriations and any right of offset.

13. Independent Contractor. Contractor is an independent contractor and neither Contractor nor any of its employees or subcontractors are employees, agents, or partners of Winslow. Contractor is solely responsible for payment of wages, benefits, payroll taxes, and compliance with employment laws.

14. Notices. All notices to City required under the Contract shall be sent to:

City:
David Coolidge, City Manager
City of Winslow
102 E. Third Street
Winslow, Arizona 86047
Email: dcoolidge@winslowaz.gov

Copy to:
Trish Stuhan, City Attorney
Pierce Coleman PLLC
17851 N. 85th Street, Ste. 175
Scottsdale, Arizona 85255
Email: Trish@PierceColeman.com

Notices to Contractor shall be sent to:

Contractor:
Jennifer Bixby, PE, PTOE, Principal-in-Charge
AECOM Technical Services, Inc.
333 E. Wetmore Road, Suite 400
Tucson, Arizona 85705
Email: matthew.kershner@aecom.com

Notices are effective upon delivery by hand, confirmed courier, or email with confirmation, or three days after deposit in U.S. Mail, certified, return receipt requested.

15. Acceptance of Goods/Services; Warranty. Contractor shall perform the services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress for the scope of work. Acceptance occurs upon Winslow's written acknowledgment per

Section 4.3. Contractor shall, at no additional cost, re-perform nonconforming services identified within days after acceptance.

16. Key Personnel. Contractor shall assign qualified personnel and shall not reassign key personnel identified in Exhibit C without Winslow's consent, which shall not be unreasonably withheld. Winslow may request removal of personnel for good cause.

17. Non-Discrimination; Equal Opportunity. Contractor shall comply with all applicable federal and state non-discrimination laws and regulations, and shall not discriminate on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other status protected by law.

18. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

19. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted electronically or by PDF are deemed original for all purposes.

20. Order of Precedence; Mandatory Terms Control. As stated in Section 8, mandatory Arizona public agency terms and applicable federal requirements control in the event of conflict with any other Agreement term, including Exhibit A, to the extent permitted by law.

21. Contractor Acknowledgment. Contractor acknowledges and agrees that it has read, understands, and accepts all mandatory Arizona public agency terms set forth in Section 7, including statutory cancellation, immigration/E-Verify, non-appropriation, arbitration, and Uyghur forced labor compliance provisions.

22. Miscellaneous.

22.1 Waiver. No waiver is effective unless in writing and signed by the waiving party.

22.2 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement and supersedes all prior discussions regarding the subject matter, except that mandatory statutes and federal terms are incorporated as set forth herein.

22.3 Survival. Provisions that by their nature should survive termination or expiration shall so survive, including payment, records/audit, confidentiality, IP, limitations of liability, and governing law/venue.

22.4 Federal Provisions. This Agreement is subject to all applicable federal regulations and funding requirements. Within thirty (30) days after Winslow's execution of the grant agreement, Contractor and Winslow shall jointly review and confirm the federal provisions and grant assurances required for compliance. Prior to commencement of any services, the parties

shall incorporate such provisions as an attachment to this Agreement. Failure to comply with this requirement may result in suspension of services until compliance is achieved. In the event of any conflict, federal provisions shall control as provided in Section 8.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“Winslow”

CITY OF WINSLOW, ARIZONA,
a municipal corporation

David Coolidge, City Manager

Date

APPROVED AS TO FORM:

Trish Stuhan, City Attorney
Pierce Coleman PLLC

“Contractor”

AECOM Technical Services, a California corporation,

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
COOPERATIVE PURCHASE AGREEMENT

[On File with the City Clerk at Winslow City Hall,
102 East Third Street, Winslow, Arizona 86047]

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Authorization to Proceed:

1) Condition Precedent to Start of Work. Contractor is not authorized to commence any Services unless and until (a) this Agreement has been fully executed by authorized representatives of Winslow and Contractor; and (b) Contractor has received a written Notice to Proceed or other written authorization from Winslow's City Manager or designee expressly authorizing commencement of work.

2) Written Notice to Proceed; Scope and Funding Limit. Any authorization to proceed shall be in writing and shall identify the authorized scope, tasks, period of performance, funding not-to-exceed amount, and any task order or milestone constraints. Contractor shall not perform services beyond the scope or funding limits stated in the written authorization without a subsequent written modification issued by Winslow.

3) No Early Mobilization. Mobilization, subcontracting, incurring costs, or performing services prior to receipt of written authorization is at Contractor's sole risk and expense and shall not obligate Winslow.

Notices: All notices required under the Contract shall be sent to:

City:
David Coolidge, City Manager
City of Winslow
102 E. Third Street
Winslow, Arizona 86047
Email: dcoolidge@winslowaz.gov

Copy to:
Trish Stuhan, City Attorney
Pierce Coleman PLLC
17851 N. 85th Street, Ste. 175
Scottsdale, Arizona 85255
Email: Trish@PierceColeman.com

EXHIBIT C
KEY PERSONNEL & RATES

Key Personnel	Role	Billing Rate
Lincoln James	Project Manager	\$265.20
Nathan Brierly	Sr. Planner	\$169.29
Kendell Myers	Planner	\$119.49
Darla Hareza	Project Accountant	\$169.29
Fenny Ittigson	Project Controller	\$86.84

**PROFESSIONAL SERVICES AGREEMENT
FOR
LOBBYING SERVICES
BETWEEN
THE CITY OF WINSLOW
AND
THE KRUSE GROUP, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") between the City of Winslow, an Arizona municipal corporation, (the "City"), and The Kruse Group, LLC, an Arizona limited liability company, (the "Consultant"). Collectively, the City and the Consultant may be referred to as the "Parties."

RECITALS

A. The City previously entered into a Professional Services Agreement with the Consultant dated November 1, 2022, for lobbying services (the "Original Agreement").

B. Since November 1, 2022, the Consultant has continuously provided such lobbying services to the City, and the Original Agreement has been extended by amendment on two occasions, each extension having been approved by the City Council.

C. The City desires to continue to retain the Consultant to provide lobbying services in connection with the City, and the Consultant has submitted a proposed scope of services, fees, and schedule for such services (the "Services").

D. In recognition of the Parties' successful working relationship, the Parties now desire to enter into a new professional services agreement for the Services, which shall include annual renewal options that may be reviewed and approved by the City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date last signed below (the "Effective Date") and shall remain in full force and effect for a period of one (1) year. Thereafter, this Agreement may be renewed for successive one-year terms upon the mutual written agreement of the Parties. Any renewal or any modification to the scope of services shall require the prior written approval of the City Manager.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant \$5,000 per month as provided in more detail in Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. Invoices shall document all work completed to date, and Consultant shall provide an itemized invoice upon request from the City.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

7. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

8. Professional Standards. Consultant warrants that the Services rendered will conform to professional standards in the field.

9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance.

10.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, with an AM Best, Inc. rating of A- or above

with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages,

conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect.

10.2 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

11. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Winslow. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

12. Termination; Cancellation.

12.1 For Convenience. Either party may terminate upon at least thirty (30) days' written notice to the other party. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 Conflict of Interest. This Agreement is subject to A.R.S § 38-511, which terms are incorporated herein.

12.3 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Amendments. This Agreement may be modified only by a written amendment signed by the City and the Consultant.

13.3 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect.

13.4 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked.

13.5 Assignment; Subcontracts. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City and no delegation of any duty of Consultant shall be made without prior, written permission of the City. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City.

13.6 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Winslow
 102 E 3rd St
 Winslow, Arizona 86047
 Attn: City Manager

If to Consultant: The Kruse Group, LLC
 79 West State Avenue
 Phoenix, Arizona 85021
 Attn: Karen Kruse

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given

to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient.

13.8 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.9 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor 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; or (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 also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

13.10 Non-Exclusive Contract. Notwithstanding the non-exclusive nature of this Agreement, if the City retains an additional consultant to provide Services during the term of this Agreement, the City shall provide Consultant with reasonable notice and may, at the City's discretion, request coordination among consultants as appropriate. Nothing in this section shall be construed to create any right of approval, exclusivity, or limitation on the City's sole discretion to retain other consultants as it deems necessary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“City”

CITY OF WINSLOW, an Arizona
municipal corporation

David Coolidge, City Manager

DATE

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Pierce Coleman, PLLC
Trish Stuhan, City Attorney

“Consultant”

THE KRUSE GROUP, LLC, an Arizona limited liability company

By: _____
Name: _____
Title: _____

DATE

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF WINSLOW
AND
THE KRUSE GROUP

SCOPE OF WORK

See following page

The Kruse Group

A Public Affairs/Government Relations Firm

Mr. Coolidge, it was my pleasure to speak with Winslow leaders to learn about the need for one-time state funding for critical infrastructure projects in the City of Winslow. Below is my proposed scope of work and fee schedule. Please let me know if I've missed anything, we can absolutely adjust.

Proposed Scope of Services, Fees and Schedule

Consultant shall provide services, listed here, for the term of the contract.

- Identify key state legislators/staff/Governor's office staff and relevant agency staff and schedule meetings to build relationships, explain projects and their importance to the community, region, state and nation's economy. Specific projects for possible state funding include, but are not limited to:
 - Construction of the critical Winslow Levee in coordination with the Army Corps of Engineers
 - Design, development and construction of the Lindbergh Parkway connecting the I-40 with SR87
- Work collaboratively with relevant organizations, business groups, NACOG and other stakeholders while prioritizing the City of Winslow's interests
- In coordination with City of Winslow leaders, develop strategies for each relevant stakeholder, elected official/staff member and agency official
- Schedule periodic meetings and/or communicate with legislators, staff and Governor's office to keep them apprised of project progress
- Update City of Winslow leaders on a consistent basis and attend meetings as needed

Compensation is \$5,000 per month, to be paid within 30 days of receipt of invoice for the term of the contract.