

"HUB OF THE SOUTHWEST"

465 1st Avenue
P.O. Box 970
Holbrook, AZ 86025

OUR MISSION

City of Holbrook Government exists to provide ethical and responsible local government.

AGENDA

Regular City Council Meeting
6:00 p.m. November 8, 2023

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE/INVOCATION:
4. CONSENT AGENDA:
October 12, 2023, meeting minutes. Tab 1
5. CALL TO THE PUBLIC FOR NON-AGENDA ITEMS:
*Three-minute time limit per individual.
6. CALL TO THE PUBLIC FOR AGENDA ITEMS:
*Five-minute time limit per individual.
7. NEW BUSINESS (DISCUSSION AND POSSIBLE ACTION):
 - a. Liquor License-010 Beer and Wine Store-950 Navajo Boulevard-Donald David Taylor Sr. Tab 2
 - b. Resolution 23-14: A grant for airport pavement preservation. Tab 3
 - c. Resolution 23-15: Entering into a Mutual Aid Compact. Tab 4
 - d. Golf Course-Annual Report- Steve Rutherford.
8. SUMMARY OF CURRENT EVENTS:
Mayor:
Council Members:
City Manager:
9. **SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA:
10. ADJOURNMENT

Posted the 2nd day of November 2023.



Lisa Hunt, City Clerk

*Individuals must submit a "Request to Address City Council" form to the City Clerk prior to the start of the meeting.

Anyone may address the City Council on any issue within the jurisdiction of the Council. City Council may generally not discuss items that are not specifically identified on the agenda, except in certain circumstances. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids may not be presented during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

**Any citizen of the City may appear before the Council at any regular meeting and present a written petition. Such petitions shall be considered, and response given within 31 days in conformity with the requirements of the Charter, the Open Meeting Law, and other statutory and constitutional provisions per Holbrook City Charter Article II, Section 2.18.

Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the meeting. Individual members of the public body may respond to comments made by others who have addressed the public body.

The Holbrook City Council may discuss or take legal action on any item listed on the Agenda.

Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the General public that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Members of the City Council may choose to participate in this meeting telephonically. The City Council may adjourn into executive session, which will not be open to the public, to discuss any matter listed on the agenda in accordance with A.R.S. 38-431.03. The Holbrook City Council may vote to hold an executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

Electronic versions of this agenda can be found at www.holbrookaz.gov.

MINUTES OF THE REGULAR MEETING
OF THE HOLBROOK CITY COUNCIL HELD ON
October 12, 2023

CALL TO ORDER: Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL: Mayor Kathleen Smith, Vice Mayor Nilsson, Councilmembers Robert Black, Tim Dixon, and Teri Tafoya appeared in Council Chambers. Councilmember Pack appeared telephonic. Councilmember Arcenia Pacheco was absent-unexcused.

CITY STAFF: Finance Director Randy Sullivan and City Clerk Lisa Hunt.

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge of Allegiance was led by Councilmember Tafoya. The Invocation was given by Pastor Hollingsworth of St. Johns Baptist Church.

CONSENT AGENDA:

September 28, 2023, meeting minutes
Check Register, 09/21/2023-10/05/2023.

MOTION: Councilmember Dixon made a motion to approve the consent agenda with the removal of the Check Register

SECONDED: Vice Mayor Nilsson

MOTION CARRIED

CALL TO THE PUBLIC FOR NON-AGENDA ITEMS:

- Lloyd Johnson introduced himself to the Council and announced that he will be running for State Representative.
- Mark Romo requested information on where the funds for the Capital Improvement fees on the water bill go. He also wanted to know what the bid process is.

CALL TO THE PUBLIC FOR AGENDA ITEMS:

- Mark Romo spoke in support of Peggy Reid for the open Charter Committee member.

NEW BUSINESS:

- a. Presentation Navajo County Health Department-Bill Ricci: Bill Ricci and Kathy Soloman reviewed the Navajo County Community Health Assessment 2023 and the Navajo County Community Health Assessment Improvement Plan 2023-2029.
- b. Planning and Zone Change: Francis Morris 308 Hermosa Dr., Parcel 109-37-005T; change from General Commercial (C-2) to single Family and Manufactured Home (RMH-1): Mike Sample, Planning and Zoning President, shared that the Planning and Zoning Committee held a public hearing on September 21, 2023. He said that notices were sent out to everyone within 300 ft and that there was no opposition.
MOTION: Vice Mayor Nilsson made a motion to approve the zone change.
SECONDED: Councilmember Black
MOTION CARRIED
- c. Appoint new member to the Charter Review Committee due to the resignation of Steven Carbonneau: Mayor Smith: Mayor Smith recommended Peggy Reid for the Charter Review Committee and asked the Council for consent. Discussion was held regarding the process of the appointment. 5 Councilmembers consented; Councilmember Dixon did not consent.
- d. Resolution 23-13: Changing the day of the Council Meetings: Mayor Smith read Resolution 23-13 in its entirety. Discussion was held.
MOTION: Councilmember Tafoya made a motion to approve Resolution 23-13 with an amendment in Section 1 replacing "Fourth Wednesday" with "Second Wednesday".
SECONDED: Vice Mayor Nilsson
ROLL CALL VOTE: Councilmember Black "Nay", Councilmember Dixon "Aye", Vice Mayor Nilsson "Aye", Councilmember Pack "Aye", Councilmember Tafoya "Aye" and Mayor Smith "Aye".

- e. Discussion/Possible action: Schedule a planning work session regarding City Manager appointment/recruitment firms: Mayor Smith recommended that the Council find a facilitator to help with strategic planning for hiring a City Manager.

SUMMARY OF CURRENT EVENTS-MAYOR:

- Mayor Smith and Interim Manager Sullivan met with Ramsay Wharton with the Arizona Commerce Authority with their Film and Digital Media department on how to get communities like Holbrook Film Ready.
- Friday the 13th, starting at 9am at Hulet School, will be the Fishers of Men for Veterans, an outreach organization. This outreach is dedicated to helping veterans who have fallen on hard times. They will have plenty of resources there to help out.
- The Holbrook Library offers many different services and acts as our recreation department. They offer classes in Strength Training, they have Lego League, craft nights for adults and chair yoga to name a few. You can also check out pickleball equipment to use.

SUMMARY OF CURRENT EVENTS-COUNCILMEMBERS:

- Councilmember Dixon recommended that everyone attend the Fishers of Men for Veterans stand down event tomorrow. He attended the Bread of Life Banquet and said that they do great work. Not only does the Bread of Life Mission provide a warm bed, but they also help to integrate people into society.
- Councilmember Tafoya- No Report.
- Vice Mayor Nilsson said that Cherise Myers, of the Bread of Life Mission and her group do a great job. He also shared that the Holbrook Public Library will be sponsoring an eclipse event on Saturday at 9:00am, they will provide glasses. The Senior Center hosted their first Bingo Palozza today. There will be a Health Fair at the Senior Center on October 19th from 10am-2pm. On November 4 there will be a Bingo/Raffle at the Senior Center at 6pm the proceeds will go toward food boxes. Vice Mayor Nilsson thanked the City of Holbrook for striping 8th Ave. He said that it makes it much safer.
- Councilmember Black gave accolades to the City for getting a lot done. He said that things are starting to shape up. He said he knows that it is not easy, but he appreciates it.
- Councilmember Pack said that the City did a great job on striping 8th Ave and that the cemetery wall looks great.

SUMMARY OF CURRENT EVENTS-CITY MANAGER:

- Interim City Manager Sullivan read a letter of Award/Thank you that was written to PJ Gabaldon
- City crews have started sidewalk projects in the area of W. Arizona St and 6th Ave.
- Work on 8th Ave. has also begun. This work includes curb, sidewalk and drainage repair.
- City Crews will also be remodeling the back room at the Animal Shelter.
- The Cemetery gates have been painted.

SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA: None

ADJOURNMENT:

MOTION: Vice Mayor Nilsson
SECONDED: Councilmember Tafoya
MOTION CARRIED
Meeting adjourned at 7:18 p.m.

I hereby certify that the forgoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Holbrook City Council held on October 12, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Lisa Hunt, City Clerk

PASSED, APPROVED AND ADOPTED this 8th day of November 2023.

Kathleen Smith, Mayor

Report Criteria:
 Report type: Summary
 Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/23	10/17/2023	32071	2200	BMO Financial Group	0010002100	18,954.92
10/23	10/17/2023	32072	3140	CASELLE INC	0010002100	1,659.00
10/23	10/17/2023	32073	3350	FRONTIER COMMUNICATIONS	0010002100	1,820.29
10/23	10/17/2023	32074	5860	HATCH CONSTRUCTION &	0010002100	1,239.77
10/23	10/17/2023	32075	21241	INFORMATION OUTSOURCE	0010002100	600.00
10/23	10/17/2023	32076	6620	INGRAM	0010002100	1,001.25
10/23	10/17/2023	32077	22701	Kee Nicole Ann	0010002100	147.81
10/23	10/17/2023	32078	7284	KNS TECH SERVICES	0010002100	850.00
10/23	10/17/2023	32079	7283	KONICA-MINOLTA	0010002100	114.22
10/23	10/17/2023	32080	22702	McCabe Marjorie	0010002100	78.69
10/23	10/17/2023	32081	8270	MOHAVE ENVIRONMENTAL LAB	0010002100	3,575.00
10/23	10/17/2023	32082	10005	Rural Arizona Group Health Trust	0010002100	64,347.40
10/23	10/17/2023	32083	10530	SAM'S CLUB/SYNC BANK	0010002100	67.01
10/23	10/17/2023	32084	22031	SPARKLIGHT BUSINESS 115938839	0010002100	196.16
10/23	10/17/2023	32085	20058	STANDARD PRINTING CO	0010002100	368.54
10/23	10/17/2023	32086	3380	UNISOURCE ENERGY SERVICES	0010002100	389.75
10/23	10/17/2023	32087	12400	UNIVERSAL POLICE SUPPLY CO.	0010002100	773.78
10/23	10/17/2023	32088	12760	WM Corporate Services	0010002100	939.42
10/23	10/18/2023	32089	431	AETNA LIFE INSURANCE CO	0010002100	248.40
10/23	10/18/2023	32090	20892	AMRRP - WORKERS' COMP FUND	0010002100	.00 V
10/23	10/18/2023	32091	1340	ARIZONA PUBLIC SERVICE	0010002100	3,973.26
10/23	10/18/2023	32092	21025	ARIZONA PUBLIC SERVICE	0010002100	889.78
10/23	10/18/2023	32093	22705	Boose Anne	0010002100	42.28
10/23	10/18/2023	32094	2690	BROWN & BROWN LAW OFFICE	0010002100	26,694.68
10/23	10/18/2023	32095	22018	DICKINSON WRIGHT, PLLC	0010002100	1,162.80
10/23	10/18/2023	32096	5860	HATCH CONSTRUCTION &	0010002100	2,565.70
10/23	10/18/2023	32097	21329	KAY SUPPLY	0010002100	152.32
10/23	10/18/2023	32098	20841	LARSON REPAIR	0010002100	327.30
10/23	10/18/2023	32099	8270	MOHAVE ENVIRONMENTAL LAB	0010002100	810.00
10/23	10/18/2023	32100	8832	NEXTGEN Water Well Service	0010002100	6,117.41
10/23	10/18/2023	32101	22704	Padilla Victor or Sandra	0010002100	150.00
10/23	10/18/2023	32102	9433	PENWORTHY	0010002100	291.53
10/23	10/18/2023	32103	21477	PERKINS AGGREGATES	0010002100	718.62
10/23	10/18/2023	32104	2590	Rhinehart Oil	0010002100	3,839.03
10/23	10/18/2023	32105	22703	Shelendewa Amber	0010002100	94.13
10/23	10/18/2023	32106	20955	SOLOMON LAW OFFICES, P.C.	0010002100	9,517.50
10/23	10/18/2023	32107	22031	SPARKLIGHT BUSINESS 115938839	0010002100	1,694.02
10/23	10/18/2023	32108	22706	Spencer Rhonda	0010002100	75.00
10/23	10/18/2023	32109	6240	THE TRIBUNE OF HOLBROOK	0010002100	56.55
10/23	10/18/2023	32110	21605	TURLEY, JEREMY	0010002100	90.00
10/23	10/18/2023	32111	22707	Warner Michelle	0010002100	75.00
10/23	10/18/2023	32112	12815	WELDING SERVICES & SUPPLY	0010002100	305.09
10/23	10/18/2023	32113	12968	WHITE CAP	0010002100	8,314.31
10/23	10/25/2023	32115	1016	APODACA, SHANIA	0010002100	25.54
10/23	10/25/2023	32116	21985	BIO AQUATIC TESTING	0010002100	2,785.00
10/23	10/25/2023	32117	4071	DANA KEPNER CO.	0010002100	1,424.64
10/23	10/25/2023	32118	22594	David Media Solutions	0010002100	2,045.82
10/23	10/25/2023	32119	4771	ESSENTIAL DATA CONTROL SYSTEM	0010002100	1,150.00
10/23	10/25/2023	32120	3353	FRONTIER COM LONG DISTANCE	0010002100	164.94
10/23	10/25/2023	32121	6048	HILL BROTHERS CHEMICAL CO.	0010002100	6,854.08
10/23	10/25/2023	32122	6260	HOLBROOK VOL FIRE DEPT	0010002100	5,025.84
10/23	10/25/2023	32123	11258	MADISON NATIONAL LIFE INS CO, INC	0010002100	29.00
10/23	10/25/2023	32124	22702	McCabe Marjorie	0010002100	66.93

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/23	10/25/2023	32125	8270	MOHAVE ENVIRONMENTAL LAB	0010002100	975.00
10/23	10/25/2023	32126	9990	QUILL OFFICE PRODUCTS	0010002100	757.00
10/23	10/25/2023	32127	10348	ROCKASPHALT	0010002100	1,650.00
10/23	10/25/2023	32128	10453	RUSNAK, STEVE	0010002100	200.00
10/23	10/25/2023	32129	3380	UNISOURCE ENERGY SERVICES	0010002100	97.89
11/23	11/01/2023	32130	1401	ARIZONA TOWN HALL	0010002100	1,500.00
11/23	11/01/2023	32131	2200	BMO Financial Group	0010002100	12,749.04
11/23	11/01/2023	32132	3220	CHAMBER OF COMMERCE	0010002100	4,500.00
11/23	11/01/2023	32133	4071	DANA KEPNER CO.	0010002100	2,162.07
11/23	11/01/2023	32134	4771	ESSENTIAL DATA CONTROL SYSTEM	0010002100	3,476.24
11/23	11/01/2023	32135	5241	FUTURE TIRE	0010002100	2,272.08
11/23	11/01/2023	32136	6048	HILL BROTHERS CHEMICAL CO.	0010002100	31,477.33
11/23	11/01/2023	32137	8270	MOHAVE ENVIRONMENTAL LAB	0010002100	455.00
11/23	11/01/2023	32138	8720	NAVAJO COUNTY HISTORICAL	0010002100	4,500.00
11/23	11/01/2023	32139	21622	O'REILLY AUTO PARTS	0010002100	520.64
11/23	11/01/2023	32140	21221	U.S. POSTMASTER	0010002100	600.00
11/23	11/01/2023	32141	12482	USA BLUE BOOK	0010002100	4,346.98
11/23	11/01/2023	32142	12760	WM Corporate Services	0010002100	23,078.34

Grand Totals: 280,217.12

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<-} "Adjustment"

**State of Arizona
Department of Liquor Licenses and Control**

Created 10/12/2023 @ 03:15:00 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	HOLBROOK CHEVRON		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	950 NAVAJO BOULEVARD HOLBROOK, AZ 86025 USA		
Mailing Address:	5518 N 130TH AVENUE LITCHFIELD PARK, AZ 85340 USA		
Phone:	(928)524-6049		
Alt. Phone:	(602)316-8488		
Email:	PAYSONMARKETPLACE@YAHOO.COM		

AGENT

Name:	DONALD DAVID TAYLOR SR		
Gender:	Male		
Correspondence Address:	5518 N 130TH AVENUE LITCHFIELD PARK, AZ 85340 USA		
Phone:	(602)316-8488		
Alt. Phone:			
Email:	PAYSONMARKETPLACE@YAHOO.COM		

OWNER

Name:	TAYLORS FIVE LLC		
Contact Name:	DONALD TAYLOR SR		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23068507	State of Incorporation:	AZ
Incorporation Date:	03/04/2020		
Correspondence Address:	5518 N 130TH AVENUE LITCHFIELD PARK, AZ 85340 USA		
Phone:	(602)316-8488		
Alt. Phone:			
Email:	PAYSONMARKETPLACE@YAHOO.COM		

Officers / Stockholders

Name:	Title:	% Interest:
DONALD DAVID TAYLOR SR	Mgr-Member	50.00
DONALD DAVID TAYLOR JR	Mgr-Member	

TAYLORS FIVE LLC - Mgr-Member

Name: DONALD DAVID TAYLOR JR
Gender: Male
Correspondence Address: 5518 N 130TH AVENUE
LITCHFIELD PARK, AZ 85340
USA
Phone: (602)343-1336
Alt. Phone:
Email: TAYLORFIVELLC@YAHOO.COM

TAYLORS FIVE LLC - Mgr-Member

Name: DONALD DAVID TAYLOR SR
Gender: Male
Correspondence Address: 5518 N 130TH AVENUE
LITCHFIELD PARK, AZ 85340
USA
Phone: (602)316-8488
Alt. Phone:
Email: PAYSONMARKETPLACE@YAHOO.COM

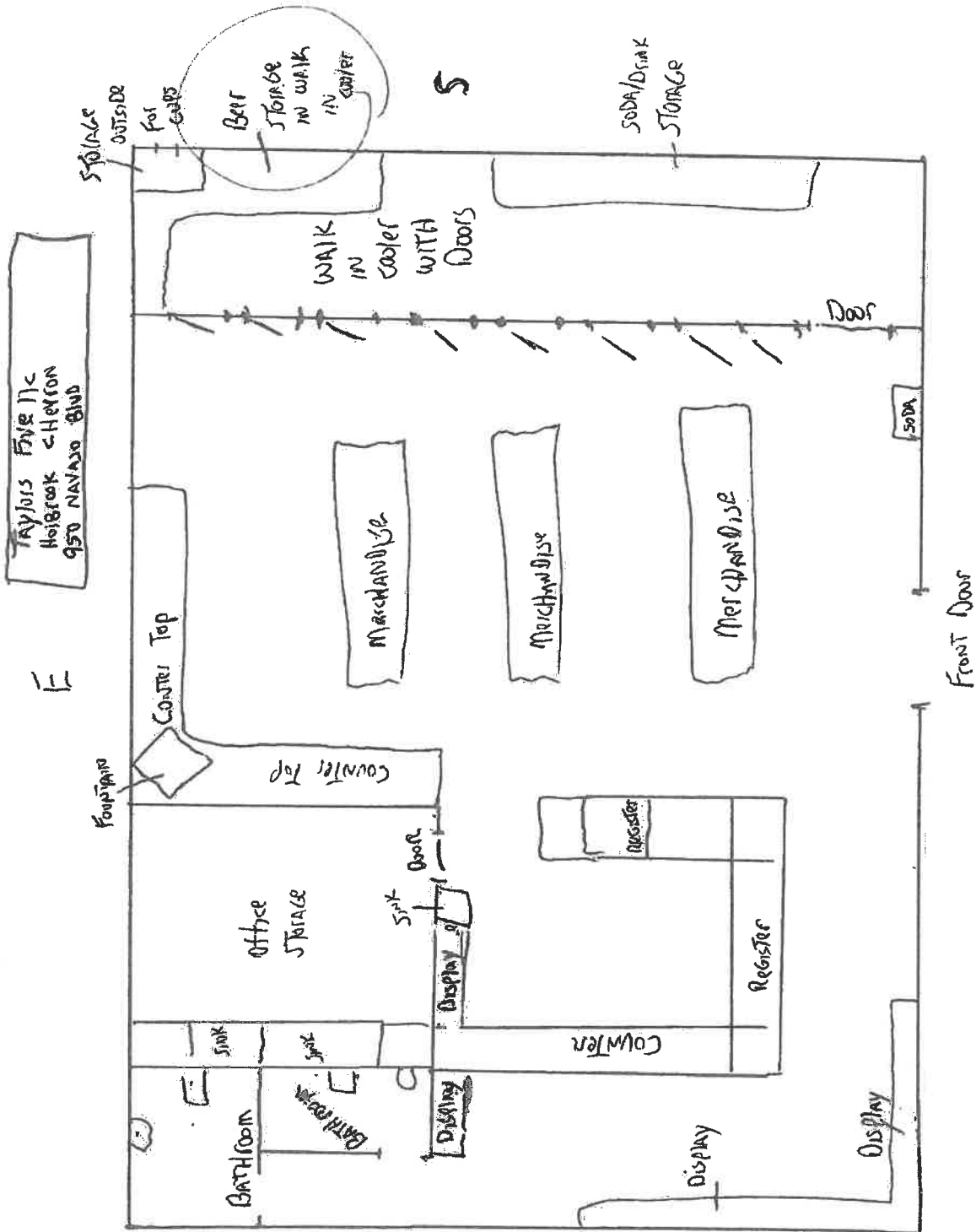
APPLICATION INFORMATION

Application Number: 260440
Application Type: New Application
Created Date: 09/29/2023

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
PARK ELEMENTARY SCHOOL- 2203 FT
453 N 7TH ST HOLBROOK, AZ 86025
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No



Taylor's Fine LLC
 Hoibrook - Heron
 950 NAVASO BLDG

See total sq ft

CSR:
Amount:

23 SEP 29 Liq. Lic. #11153



AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	760440
Date Accepted:	10/18/23
CSR:	CA

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

Type or Print with **Black Ink**

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

505-448

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Agent	<input checked="" type="checkbox"/> Controlling Person
---	--

2. Name: Taylor Donald David Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Drivers License #: _____ State Issued: Arizona

4. Place of birth: Cleveland Ohio USA Height: 5' 9 Weight: 200 Eyes: Blue Hair: Gray
City State COUNTRY

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes No If yes, what is your date of residency? _____

7. Daytime telephone number: 602-316-8488 Email address: paysonmarketplace@yahoo.com

8. Premises Name: Holbrook Chevron Business Phone: 928/ 524 /6049

9. Premises Address: 950 Navajo Blvd Holbrook Arizona Navajo 86025
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

23 SEP 29 Lic. #1154

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list place of residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
5-70	CURRENT	SERVICE STATION OWNER	5818 N. 130TH AVE LITCHFIELD PARK, AZ 85340

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

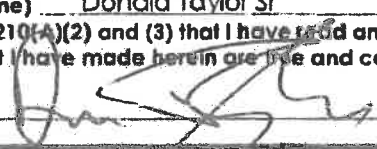
FROM Month/Year	TO Month/Year	Street	City	State	Zip
6-12	CURRENT		LITCHFIELD PARK	AZ	85340

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes No
- 13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes No
- 14. Have you been ~~cited, arrested, indicted, convicted, or summoned~~ into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
- 15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes No
- 16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
- 17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
- 18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
 Give complete details including dates, agencies involved and dispositions.
 CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Donald Taylor Sr hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature:  Date: 1/13/23



ALIEN STATUS

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

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Donald Taylor Sr

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No - If yes, indicate place of birth:

City CLEVELAND State OHIO COUNTRY UNITED STATES

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Arizona Driver's License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

23 SEP 23 11:47 AM #11154

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

23 SEP 25 14:11:54

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Donald Taylor Sr.
Print Name



Signature

4/13/23

Date



FINGERPRINT VERIFICATION FORM

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

ALLC USE ONLY

Job #: 266446
Date Accepted: 10/10/23
CSR: CA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

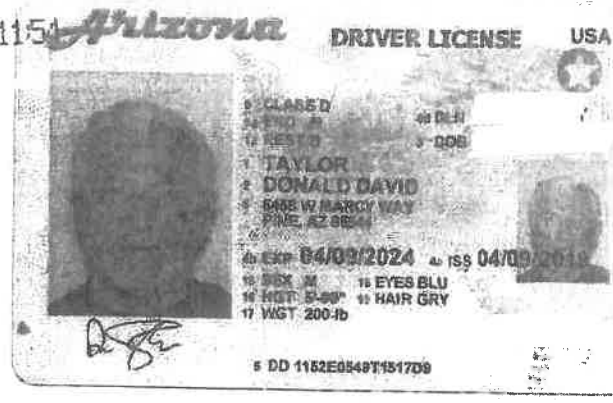
1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. Please print clearly.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. Write applicants name on front of sealed envelope.

PRINT the following information:

Date 3/22/2023	Name of Applicant: Donald David Taylor
Name of Fingerprint Technician: Kelly Rae Bentelli	
Fingerprint technician's Signature: <i>Kelly Rae Bentelli</i>	
Fingerprint technician's Agency/company Name: UPS Store 4090	Phone Number: 623-772-7326
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License	<input type="checkbox"/> Passport
<input type="checkbox"/> Other (Please specify)	

23 SEP 29 Lic. Lic. RM1154

Arizona DRIVER LICENSE USA



1 CLASSED
2 SEX M
3 REST 0
4 TAYLOR
5 DONALD DAVID
6 8405 W MARCY WAY
7 PINE AZ 85244
8 Exp 04/09/2024
9 ISS 04/09/2011
10 SEX M
11 EYES BLU
12 HGT 5-09"
13 HAIR GRY
14 WGT 200-lb
15 DD 1152E0549T151709

Donald Taylor

23 SEP 29 Liq. Lic. AM1154

LC:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLIC USE ONLY
Job #: 260440
Date Accepted: 10/12/23
CSR: CA

Type or Print with Black Ink

License Number:

SOS-448

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box →

Agent Controlling Person

2. Name: Taylor Donald David Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Drivers License #: _____ State Issued: AZ

4. Place of birth: Cleveland Ohio USA Height: 5-11 Weight: 200 Eyes: Haz Hair: SN
City State COUNTRY

5. Name of current/most recent spouse: _____ Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes No If yes, what is your date of residency? 1978

7. Daytime telephone number: 602-434-1336 Email address: TaylorFiveLLC@Yahoo.com

8. Premises Name: Holbrook Chevron (Taylor Five LLC) Business Phone: 928, 524, 6225 CA

9. Premises Address: 950 Navajo Blvd Holbrook AZ Navajo 86025
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
3/2020	CURRENT	SECRETARY / PARTNER	Taylor's FIRE LLC 21043 N. CAVE CREEK #A-11 PHOENIX, AZ 85024
5/2018	CURRENT	SECRETARY / PARTNER	AZ ADDD 21043 N. CAVE CREEK #A-11 PHOENIX, AZ 85024
10-18	07-23	OFFICER DDT HOLDINGS	658601 W. GRAND AVE PEORIA, AZ 85345

85024 PHOENIX, AZ
#A-11
85024 PHOENIX, AZ
85345

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
12/2022	CURRENT		Buckeye	AZ	85396
5/2020	7/2023	5824 W COLUMBINE DR	GLendale	AZ	85304
7/2009	10/2020	5517 W RIVERA DR	GLendale	AZ	85304

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLIC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes No *OK*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202.4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Donald O Taylor (Taylor's Fire LLC) hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Signature] Date: 9-5-2023



FINGERPRINT VERIFICATION FORM

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

DLIC USE ONLY

Job#:	260440
Date Accepted:	10/12/23
CSR:	CA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. Please print clearly.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. Write applicants name on front of sealed envelope.

PRINT the following information:

Date	Name of Applicant:	
3/22/2023	Donald David Taylor Jr.	
Name of Fingerprint Technician:		
Kelly Rae Bentelli		
Fingerprint technician's Signature:		
<i>Kelly Rae Bentelli</i>		
Fingerprint technician's Agency/company Name:	Phone Number:	
UPS Store 409D	623-772-7326	
Type of Photo ID Provided (check one):		
<input checked="" type="checkbox"/> Driver's License	<input type="checkbox"/> Passport	<input type="checkbox"/> Other (Please specify)

City of Holbrook
Council Action Form

Tab Number: 3

Meeting Date: November 8, 2023

To: Mayor and City Council

From: Interim City Manager

Subject: Discussion possible action entering into grant agreement with State of Arizona for airport pavement preservation

Discussion: The City of Holbrook received a grant from the State of Arizona and the Arizona Department of Transportation for the Airport. The grant is for pavement preservation and the City must match 10%.

Fiscal Impact: Grant funded - Holbrooks match is 10% estimated at \$18,123.60

Recommendation: adopt Resolution # 23-14

Approved by: Randall L Sullivan Jr
Randall L Sullivan Jr, Interim City Manager

RESOLUTION 23-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, "CITY", NAVAJO COUNTY, ARIZONA, DESIGNATION AUTHORITY TO EXECUTE A GRANT FOR AIRPORT PAVEMENT PRESERVATION

WHEREAS, The City has been approved to receive State funds for pavement preservation; and,

WHEREAS, The State of Arizona offers and agrees to pay ninety percent of the allowable costs incurred through this project; and,

WHEREAS, The City agrees to pay the remaining ten percent of the allowable costs incurred through this project; and,

WHEREAS, the Mayor and Council desire to provide authority to execute this grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA:

SECTION 1: The Grant (attached as Exhibit A hereto) is accepted and approved.

SECTION 2: The Mayor is authorized to execute the Resolution.

SECTION 3: The Interim City Manager is authorized to take all necessary action to carry out this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, THIS 8th DAY OF NOVEMBER 2023.

APPROVED/EXECUTED:

Kathleen Smith, Mayor

ATTESTED:

Lisa Hunt, City Clerk

APPROVED AS TO FORM:

Bradley A. Burns, City Attorney

Content Reviewed; Ready for Signatures

Content Reviewed; Ready for Signatures

MPD Agreement Number	GRT-23-0009481-T
AG Contract Number	P0012011001584
AFIS Program/Phase Number	E3P2G01C
Customer Number	IV0000035012 A0001
CFDA Number Program	None - STATE Funded 100% ADOT Airport Pavement Maintenance System Program
Airport	Holbrook Municipal

**GRANT AGREEMENT BETWEEN
THE STATE OF ARIZONA
AND
CITY OF HOLBROOK**

THIS AGREEMENT is entered into _____ by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, Multimodal Planning Division, Aeronautics Group, herein referred to as the "STATE" and the City of Holbrook, a political subdivision of the STATE of Arizona, herein referred to as the "SPONSOR". The STATE of Arizona, Arizona Department of Transportation and City of Holbrook are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statute § 28-401 Intergovernmental agreements, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.
2. The Airport Pavement Management System (APMS) program is a grant program established to assist in the preservation of the Arizona airport system infrastructure to support safe airports for the citizens of Arizona. As a benefit of the grant, procurement of construction services is performed by the Arizona Department of Transportation to assure quality contractors and compliance with Federal Aviation Administration (FAA) regulations and the APMS grant requirements. The final Grant for this project shall be the final construction costs less 10% match from the SPONSOR. Because the Grant program requires advance payment before a contractor can receive notice to proceed, SPONSOR Match is calculated on the engineer's construction estimate, with reconciliation to actuals to be completed post-construction.
3. Funding for this Project is pursuant to Arizona Revised Statute § 28-8202.D and authority to accept SPONSOR contribution is pursuant to Arizona Revised Statutes § 28-8242.A.2(d).
4. The SPONSOR is empowered by Arizona Revised Statute § 28-8413.B.2, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR in accordance with an applicable resolution, Board-granted authority, or local ordinance; a copy of which is attached and incorporated hereto.
5. The STATE and SPONSOR desire to share in costs for pavement preservation at the Holbrook Municipal (Airport), hereinafter referred to as the Project. The Project will include APMS - Twy B Section 10 1-inch AC Overlay and Pavement Markings.

6. The total pre-design estimated cost of the Project construction is \$181,236.00. The SPONSOR shall contribute 10% of the Project construction cost. Payment of 10% of the estimated Project construction cost (\$18,123.60) is due and payable upon signing this Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(e) for final accounting reconciliation of the Project costs.
7. The STATE is responsible for all Project related procurement(s) and for paying all awarded contractor(s) performing activities for the Project. The STATE will pay all design, engineering, construction administration, grant administration, and construction costs for the Project less the SPONSOR/Airport Match requirement with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs these expenses, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff charges (pay rate plus indirect cost rate) in addition to direct expenses paid to vendors/consultants/contractors.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. RESPONSIBILITIES

1. The STATE shall:
 - a. Conduct investigations and prepare, in compliance with Federal Aviation Administration (FAA), state, or local standards, design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.
 - b. Invoice the SPONSOR for 10% of the pre-design estimated construction cost, and collect this match payment prior to issuing notice to proceed for any construction contract. Invoice, at the option of the STATE, additional match requirements if construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction. Invoice, after completion of the project for any remaining match requirements to bring total match from the SPONSOR to equal 10% of the actual project construction costs.
 - c. Advertise for Project bids and award one or more design, construction administration, and/or construction contracts for the Project and make all payments to the contractor(s) OR shall perform the Project and administration in-house, at the option of the STATE.
 - d. Provide final inspection and acceptance of the Project.
 - e. Subsequent to Project completion, determination of final quantities and services, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of actual Project costs. In the event that 10% of the actual Project construction costs exceed the amount remitted by the SPONSOR, the STATE will invoice the SPONSOR for the remaining

contribution required to equal 10% of the actual Project construction costs. In the event that 10% of the actual Project construction costs is less than the amount remitted by the SPONSOR, the STATE will reimburse the SPONSOR for any overpayment. In the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

- f. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project construction costs within 30 calendar days of receiving a signed final accounting reconciliation of the Project costs from the SPONSOR.

2. The SPONSOR shall:

- a. Remit payment of 10% of the estimated Project construction cost as documented in the Recitals of this Agreement and as instructed on the Invoice. Payment is due and payable upon signature of this Agreement and must be received by the STATE before notice to proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(d) for final accounting reconciliation of the Project costs.
- b. Schedule and provide authorized Airport access for the STATE, the STATE's representative(s), and the contractor(s) for the purposes of preparing design plans and specifications for the Project, constructing the Project, administering the construction of the Project, and for final inspection.
- c. Coordinate with the STATE and obtain authorized approval on safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.
- d. Coordinate with airport users, issue or have the Airport issue NOTAMs (Notice to Airmen) as required, and provide operations support during construction, as needed.
- e. Upon completion and acceptance of the Project by the STATE, provide and/or ensure maintenance of the Airport improvements from the Project.
- f. Abide by and enforce the SPONSOR Assurances.
- g. Remit to the STATE within 30 days after receiving an invoice for any additional contribution required based on modifications of the Project estimate or subsequent to the post-completion Project accounting cost reconciliation; or in the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

III. SPONSOR ASSURANCES

The SPONSOR hereby covenants and agrees with the STATE as follows:

1. The Project is consistent with plans (existing at the time of approval of the Project) of entities authorized by the STATE to plan for the development of the area within which the Project exists.
2. The SPONSOR will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.
3. These covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the life of this Agreement.
4. The SPONSOR is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property through the life of this Agreement. In the event there are changes in airport ownership or to an airport lease during the life of this Agreement, responsibilities under this Agreement shall be transferred to the new owner or lessee as part of that arrangement and the parties to the new arrangement shall submit a request to the STATE to amend this Agreement as necessary to transfer responsibility to the new owner or lessee.
5. To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.
6. To promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.
7. To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; and establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, and prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.
8. To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
9. To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than

the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. To maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the STATE of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.
2. This Agreement shall become effective upon signature by the Parties and shall remain in force and effect until the Final Post Completion Inspection Certification is issued, approximately one (1) year after Project completion; provided however, that this Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party. In the event the STATE cancels this Agreement prior to commencement of performance, the STATE shall reimburse the SPONSOR any remitted advance contribution, the amount of which is described in the Recital(s) of this Agreement.
3. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.
4. If the SPONSOR fails to comply with any portion of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.
5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of the SPONSOR to carry out any term, promise, assurance, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period after receipt of written notice from STATE, then the STATE, by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, costs incurred prior to termination, and if known any liquidated damages payments or fees due to contractors contracted for this Project. The SPONSOR shall reimburse the STATE any costs incurred prior to the date of termination, liquidated damages payments or fees due to contractors for this Project, and any legal or administrative fees required to collect or defund under this clause.
6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement.
7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.

8. All Parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United STATES Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as may be required as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
10. This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
11. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. No liability shall accrue to the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
12. In the event the STATE cancels an in-progress Project prior to its completion through no fault of the SPONSOR or the AIRPORT, the STATE shall move the project to final accounting reconciliation as described in section II.1.e.
13. All Parties shall retain all data, books and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in Arizona Revised Statute § 35-214.
14. The Sponsor shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Sponsor, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Sponsor’s obligations under this paragraph shall not extend to any Claims to the extent caused by any alleged act, omission, professional error, fault, mistake, or negligence of the of the State, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, except the obligation does apply to any negligence of the Sponsor which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Sponsor’s obligations under this paragraph shall survive the termination of this Agreement.

The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference,

in the State’s contract with any and all contractors, of which the Sponsor shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Sponsor.

15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Act) (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 as amended, Arizona STATE Executive Order 2009-09, or Arizona Revised Statutes §§ 41–1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, sexual orientation, gender identity, age, or national origin or on the basis of disability shall have equal access to employment opportunities, and all other applicable STATE and federal employment laws, rules and regulations. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race,, color, religion, sex, age, disability, national origin.
16. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its contractors and subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors and subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its contractors’ and subcontractors’ employees who work on this Agreement to ensure that the Parties or its contractors and subcontractors are complying with the above-mentioned warranty.
17. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR. Should the SPONSOR elect to terminate this Agreement, the SPONSOR will be responsible to reimburse the STATE for 100% of all costs incurred and/or expended as of the date of the SPONSOR-requested termination.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically or in person or sent by mail addressed as follows:

Arizona Department of Transportation		City of Holbrook
Sally J. Palmer Contracts Program Manager	Matthew Munden Airport Engineer	Paul Sullivan City Manager , Interim
Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007	Multimodal Planning Division Attn: APMS Mail Drop 426M 180 W. Jefferson Street Phoenix, AZ 85007	465 1st Avenue Holbrook, AZ 86025
602-712-6732	602-712-7647	928-524-6225
spalmer@azdot.gov	MMunden@azdot.gov	rsullivan@holbrookaz.gov rsullivan

19. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

- 20. **Duplicate Funding Not Permitted.** The SPONSOR agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to the STATE, and reimburse the STATE for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
- 21. **Israel Boycott Not Permitted:** The SPONSOR warrants that it is not engaged in a boycott of Israel as defined in Arizona Revised Statutes § 35-393 et seq.
- 22. **Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the SPONSOR warrants and by signing this Agreement so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the SPONSOR becomes aware during the term of this Agreement that the SPONSOR is not in compliance with this certification, the SPONSOR shall notify ADOT within five business days after becoming aware of the noncompliance, and within 180 days after notice, provide written certification that the SPONSOR has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF HOLBROOK

STATE OF ARIZONA
Arizona Department of Transportation

By _____
Randy Sullivan Interim City Manager

By _____
Paul Patane, Division Director
Multimodal Planning Division

Date Signed

Date Signed

Authorizing Resolution, Board-granted Authority, or Local Ordinance

{SPONSOR to attach Document in DocuSign process}

APPROVAL OF CITY OF HOLBROOK

I have reviewed the above referenced proposed Agreement, between the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP (STATE) and City of Holbrook (SPONSOR) and declare this Agreement to be in proper form and within the powers and authority granted to the SPONSOR under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

Attorney for City of Holbrook

Date Signed



Office of the Arizona Attorney General

KRIS MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

VANESSA HICKMAN
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012011001584 (**MPD Agreement No. GRT-23-0009481-T**), an Agreement between public agencies, the State of Arizona and City of Holbrook has been reviewed pursuant to A.R.S. § 28-401 and § 28-8202(D) et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:

KRIS MAYES
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/

Page reserved for MATCH INVOICE

Page to be replaced with UPLOADED document in DocuSign process.



Please Click Here to Acknowledge Receipt of Invoice and Processing for Payment

Please Click Here to Acknowledge Receipt of Invoice and Submission to accounting/finance for Payment



Multimodal Planning Division

Our True North: *Safely Home*

Douglas A. Ducey, Governor
John S. Halikowski, Director
Gregory Byres, Deputy Director/State Engineer
Paul Patane, Division Director

December 19, 2022

Mr. Tim Kelley
Airport Manager
Holbrook Municipal Airport
465 1st Avenue
Holbrook, AZ 86025

Subject: ADOT Airport Surface Treatment Program 2023
Holbrook Municipal Airport Twy B Section 10 - 1-inch AC Overlay and Pavement Markings

Dear Mr. Kelley:

ADOT MPD – Aeronautics Group has completed the planning and program development phase of the State’s Airport Pavement Preservation Program for fiscal year 2023. This is a program that ADOT Aeronautics began the groundwork for in 2000 and updates every three to four years when they contract to have pavements at all the State’s public airports evaluated and rated as to their pavement condition index (PCI). The results of the current study show the pavement maintenance recommendations for the airport pavements that still have useable life remaining. Each airport in the study will receive a complete report specific to their respective airports.

Maintenance options such as crack seals, seal coats, thin overlays, and PCCP joint repairs are scheduled for individual runways, taxiways, and aprons at various airports for each of the years in a five-year period. Projects are tentatively scheduled based on PCI priorities and the program’s funding budget. Holbrook Municipal Airport is included in fiscal year 2023 of the program for Taxiway B Section 10 1-inch AC Overlay and Pavement Markings with a construction estimate of \$181,236.

Under this program, ADOT’s Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. ADOT will then pay the full construction costs to the contractor. The Sponsor will pay, directly to ADOT, their 10 percent share of the construction cost (approx. \$18,124 for the City of Holbrook).

After review of the current recommendations, we have included the following treatments: 1-inch AC Overlay and Pavement Markings. We have included the preliminary program for Holbrook Municipal Airport consisting of an aerial schematic exhibit and a preliminary opinion of probable cost. Prior to finalizing the program and proceeding with the design and construction we need to verify the Sponsor’s intentions for participation in this program. It is expected that actual construction will begin no sooner than June 2023.

Please return by email to Matthew Munden at mmunden@azdot.gov and Tammy Martelle, Kimley-Horn and Associates at tammy.martelle@kimley-horn.com a copy of the executed letter indicating your position on this matter **as soon as possible, but no later than February 15, 2023**. Upon receipt of your acknowledgement to participate in this program, a Grant Agreement with the State and the invoice for your 10 percent (10%) share of the construction cost will be submitted electronically to you via DocuSign (an IGA). Instructions will be provided for your execution of the Grant Agreement using DocuSign. Payment of your invoice for your 10% share of the

construction costs must be received by ADOT before construction can commence on your project. Please initial or sign the Grant Agreement/IGA to complete the signature process before processing payment of the invoice. An Authorizing Resolution, Board-Granted Authority, or Local Ordinance will be necessary to attach to the Grant Agreement/IGA (sent via DocuSign) that will be issued by ADOT at a later date.

Payment of 10% of the estimated project construction cost is due and payable upon signing the Grant Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit the additional match upon receipt of the invoice. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

Also, an email will be sent with a document for **Recipient Contact Information** that needs to be filled out and returned ASAP. This information is necessary for the IGA to be sent for signatures. If before you receive the IGA there is a change on this form, please contact Tammy Martelle at Kimley-Horn with updated information.

If you have any questions or desire any additional information, please don't hesitate to contact me at (602) 712-7647.

Sincerely,

ADOT MPD – AERONAUTICS GROUP

DocuSigned by:
Matthew Munden
Matthew Munden
Aeronautics Group Manager

cc: Steve Reeder, Kimley-Horn & Associates

I acknowledge that the projects included for Our Airport under the ADOT Airport Pavement Preservation Program for 2023 is in the best interest for our Airport Facility and wish to participate in this program.

DocuSigned by:
Ted Soltis 12/27/2022

(Signature) Date

Ted Soltis City Manager

(Print Name and Title)

2023 APMS Holbrook Municipal Airport
- Opt-In - Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
TWBHL	10	1-inch AC Overlay and Pavement Markings	\$181,236
		Total	\$181,236
		10% Local Share	\$18,124

TWY B Section 10





DTAMPE239481IV0000035012

Remit to:

ARIZONA DEPARTMENT OF TRANSPORTATION
Aeronautics
206 S 17TH AVE
MAILDROP 203B
PHOENIX AZ 85007

Bill to:

City of Holbrook
PO Box 970
HOLBROOK AZ 86025

Customer Name		INVOICE	
City of Holbrook			
Customer Number	Invoice Number	Invoice Date	
IV0000035012	MPE239481	10-04-23	
	ARDept/BPRO	Due Date	
	DTA:MP030	10-02-23	
	Amount Due	Amount Enclosed	
	\$18,123.60		

Payment Method: Check Money Order

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order.
DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
IV0000035012	10-04-23	10-02-23

Customer Name	Invoice Number	Invoice Date
City of Holbrook	MPE239481	10-04-23

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS - Twy B Section 10 1-inch AC Overlay and Pavement Markings	10-02-23				\$18,123.60
Total Invoice Charges						\$18,123.60

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$18,123.60

Additional Notes:

Instructions

Contact:

MPD - Aeronautics

(602) 712-7647

MPDContracts@azdot.gov

Certificate Of Completion

Envelope Id: DE8DB1C1765F499E994B368255C664AB	Status: Sent
Subject: Document expires in 90 days if not signed by all parties-APMS GRT-23-0009481-T Holbrook Municipal	
Source Envelope:	
Document Pages: 16	Signatures: 0
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Debra Carlson
Time Zone: (UTC-07:00) Arizona	206 S 17th Ave
	Phoenix, AZ 85007
	DCarlson@azdot.gov
	IP Address: 172.56.84.202


Record Tracking

Status: Original	Holder: Debra Carlson	Location: DocuSign
9/21/2023 11:23:35 AM	DCarlson@azdot.gov	

Signer Events

Matthew Munden
 mmunden@azdot.gov
 Aeronautics Group Manager
 ADOT
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 69.136.115.94

Timestamp

Sent: 9/21/2023 11:30:46 AM
 Viewed: 9/25/2023 1:15:40 PM
 Signed: 9/25/2023 1:15:48 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Project Accounting - AERO
 paccounting@azdot.gov
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 162.59.200.193

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 Signed: 10/4/2023 11:24:25 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/4/2023 11:23:54 AM
 ID: d9b600fe-f48e-437f-95ae-f07fb0b5ee59

Randy Sullivan Interim City Manager
 rsullivan@holbrookaz.gov
 Security Level: Email, Account Authentication (None)

Sent: 10/4/2023 11:24:27 AM
 Resent: 10/18/2023 11:37:29 AM
 Resent: 10/20/2023 10:48:34 AM
 Viewed: 10/24/2023 1:26:03 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2023 1:14:09 PM
 ID: 69503917-7e14-4396-95f9-0f9f440f47cc

Attorney Generals Office
 trncontracts@azag.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2023 1:41:15 PM
 ID: b5a550d1-93a7-4ebb-8dc3-c148597e00d9

Susan Davis, Assistant Attorney General
 Susan.Davis@azag.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2023 9:42:02 AM
 ID: 4786cb92-68e0-4381-99df-d37af4f4f875

Signer Events	Signature	Timestamp
<p>Bradley A. Burns bburns@dickinson-wright.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/14/2022 1:20:42 PM ID: b90141f8-5d5b-4b43-803b-2c36a2b1d31f</p>		
<p>Randy Sullivan Interim City Manager rsullivan@holbrookaz.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/18/2023 1:14:09 PM ID: 69503917-7e14-4396-95f9-0f9f440f47cc</p>		
<p>Randy Sullivan Interim City Manager Rsullivan@holbrookaz.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/18/2023 1:14:09 PM ID: 69503917-7e14-4396-95f9-0f9f440f47cc</p>		
<p>Randy Sullivan Accounting Contact rsullivan@holbrookaz.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Paul Patane, MPD Division Director PPatane@azdot.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Steve Reeder Steve.Reeder@kimley-horn.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/27/2023 2:57:14 PM ID: bc1dd726-890d-48ff-8c58-8e03911ff6e9</p>		
<p>Tammy Martelle tammy.martelle@kimley-horn.com Security Level: Email, Account Authentication (None)</p>		

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 4/26/2022 1:53:57 PM
ID: 702d5569-48d8-4425-a24a-852d3ad36fa3

Lisa Hunt
lhunt@holbrookaz.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Margie Cerda
MCerda@azdot.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/18/2023 11:37:28 AM
Envelope Updated	Security Checked	10/18/2023 11:37:28 AM
Envelope Updated	Security Checked	10/19/2023 8:43:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

City of Holbrook
Council Action Form

Tab Number: 4

Meeting Date: November 8, 2023

To: Mayor and City Council

From: Interim City Manager

Subject: Discussion possible action entering a mutual aid compact (AZMAC)

Discussion: The City of Holbrook has been a part of this mutual aid compact (AZMAC) since 2014 and is set to expire on December 31, 2023. This new (AZMAC) will become effective on January 1, 2024.

Fiscal Impact: None

Recommendation: adopt Resolution # 23-15

Approved by: Randall L Sullivan Jr
Randall L Sullivan Jr, Interim City Manager

RESOLUTION 23-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, "CITY", NAVAJO COUNTY, ARIZONA, ENTERING INTO ARIZONA MUTUAL AID COMPACT

WHEREAS, one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another Party or other Parties; and,

WHEREAS, it is desirable that all resources of all Parties be available to all other Parties on preestablished terms, in order to respond to such emergencies; and,

WHEREAS, it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS, it is desirable that a Compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA:

SECTION 1: The Mutual Aid Compact (attached as Exhibit A hereto) is accepted .

SECTION 2: The Mayor is authorized to execute the Resolution.

SECTION 3: The Interim City Manager is authorized to take all necessary action to carry out this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, THIS 8th DAY OF NOVEMBER 2023.

APPROVED/EXECUTED:

Kathleen Smith, Mayor

ATTESTED:

APPROVED AS TO FORM:

Lisa Hunt, City Clerk

Bradley A. Burns, City Attorney



State of Arizona Mutual Aid Compact (AZMAC) Frequently Asked Questions

General Administration

What is the current version of the Arizona Mutual Aid Compact?

The 2014 version of the Arizona Mutual Aid Compact will no longer be valid as of 12:00 AM Mountain Standard time on December 31, 2023. The 2024 AZMAC will be effective on January 1, 2024.

Once filed with the Arizona Department of Emergency and Military Affairs, Emergency Management Division, what is the duration of the Arizona Mutual Aid Compact?

The Compact, upon mutual consent of the parties concerned, remains in effect for 10 years, to December 31, 2033, or until participation is terminated by the Party (see paragraph 14 of AZMAC for further details).

Purpose and Participation Guidelines



What is the purpose of the Arizona Mutual Aid Compact?

The Arizona Mutual Aid Compact enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources.

What are the benefits of participating in the Arizona Mutual Aid Compact?

Mutual aid agreements provide a mechanism to participating parties to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other related services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, the Compact provides a tool for use should the incident dictate a need.

Who may participate in the Arizona Mutual Aid Compact?

All state agencies, any political subdivision, including counties; incorporated cities and towns; school districts; community college districts; and other tax levying public districts in the State of Arizona. Additionally, all federally recognized tribal nations may participate.

Can non-governmental entities such as nonprofit agencies and other non-tax levying organizations participate in the Arizona Mutual Aid Compact?

No, only political subdivisions, federally recognized tribal nations or other tax-levying organizations may participate in the Arizona Mutual Aid Compact.

Are other state agencies required to participate in the Arizona Mutual Aid Compact?

No, the Arizona Department of Emergency and Military Affairs (DEMA) signed the 2024 Arizona Mutual Aid Compact. In the event another state agency requires mutual aid assistance, DEMA/EM will coordinate.

What is required if a jurisdiction wants to terminate its participation in the Arizona Mutual Aid Compact?

Any party, by resolution of its governing body, may terminate its participation in the Arizona Mutual Aid Compact. The jurisdiction must file a copy of the resolution with the Director of the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA/EM). Notice of Termination is required to be delivered to the DEMA/EM Director, 20 days prior to the date of termination.



State of Arizona Mutual Aid Compact (AZMAC) Frequently Asked Questions

Procedures and Reimbursement

What are the procedures for requesting assistance under the Arizona Mutual Aid Compact?

A Requesting Party that needs assistance in excess of its own resources and existing automatic or local mutual aid due to an emergency is authorized to request assistance from any Party that is signatory to the Arizona Mutual Aid Compact (see paragraph 5 of AZMAC for further details).

Are signatories to the Arizona Mutual Aid Compact required to render assistance if requested by the requesting jurisdiction?

No. The Providing Party shall provide mutual aid as it is able, considering its own service needs and existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it can provide the Requesting Party pursuant to this Compact.

How does reimbursement occur for services/resources if the emergency or event is not a state- or federally-declared emergency?

In accordance with the Arizona Mutual Aid Compact, if the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, regardless of whether an incident has been declared an emergency. The Providing Party shall submit a request for payment with documentation of actual expenses to the Requesting Party (see paragraphs 9 and 10 of AZMAC for specific details).

Can a Requesting Party request reimbursement from the State of Arizona for the cost of mutual aid resources reimbursed to any Providing Parties under the Arizona Mutual Aid Compact?

Possibly. Regardless of eligibility for reimbursement from the state or the federal government, the Requesting Party shall fully reimburse the Providing Party's claim (see paragraph 10 of AZMAC for further details).

Can jurisdictions that are signatories to the Arizona Mutual Aid Compact be reimbursed for self-deployed resources?

No. In accordance with the Arizona Mutual Aid Compact, jurisdictions can only be reimbursed for resources mutually agreed upon between the Providing Party and the Requesting Party.

Who maintains supervision and control of the Providing Party resources and personnel under the Arizona Mutual Aid Compact?

From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party (see paragraph 24 of AZMAC for further details).

Addendum #1 Cyber-Related Mutual Aid



What is the Addendum?

The Addendum outlines the terms and procedures of the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF), if cyber-related assistance is needed.



State of Arizona

Mutual Aid Compact (AZMAC)

Frequently Asked Questions

Why is the Addendum solely for participating Tribal Parties?

AZMAC is the mechanism for tribal nations to receive cyber-related mutual aid assistance from the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF). The AZNG-CJTF is available to other parties and political subdivisions in Arizona.

Filing Requirements

What are the requirements for filing your Arizona Mutual Aid Compact?

1. Ensure that the **Signature Page** of the compact is signed, dated and attested to by:
 - the authorizing executive in your jurisdiction, and
 - your jurisdiction's legal representative.
2. Fill out the **Appendix B - Points of Contact form** with the jurisdiction contact information.
3. Send the original completed copy of both to: logistics@azdema.gov.

What will occur after you file your completed Arizona Mutual Aid Compact?

Upon DEMA/EM Logistics receiving your completed Compact:

- » Will be reviewed and forwarded to the DEMA/EM Director for final approval and filing.
- » The original copy of the Compact will be assigned a file number and filed at DEMA/EM.
- » A copy of the contract will be sent via mail to the points of contact listed on Appendix B of the Compact.
- » The DEMA website will be updated to reflect your jurisdiction as a signatory on the Arizona Mutual Aid Compact.

Who should I contact if I have a question or concern about the Arizona Mutual Aid Compact?

Any questions or concerns not covered in this FAQ should be addressed to the following:

Arizona Department of Emergency and Military Affairs

Division of Emergency Management

ATTN: Arizona Mutual Aid Coordinator

5636 E. McDowell Rd., Bldg. M5103, Phoenix, AZ 85008

Phone: (602) 464-6211 | Email: logistics@azdema.gov

ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on pre-established terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- **Party and Parties** refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- **Political Subdivision** means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- **Providing Party** means the Party rendering aid under this Compact to another Party in the event of an emergency.
- **Requesting Party** means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor's Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

1. What the emergency is.
2. The amount and type of resources needed.
3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in Appendix A. Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in Appendix B. A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see Appendix A). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

Arizona Mutual Aid Compact

Signature Page

(NAME OF PARTY)

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority)

Date:

ATTEST:

(Attesting Authority)

Date:

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable tribal government.

(Attorney)

Date:



Appendix A

Arizona Mutual Aid Compact (AZMAC) Emergency Management Resource Request

Requesting Party:

Point of Contact: _____

Work: _____

Cell: _____

Email: _____

Requested Resource:

Quantity: _____

Unit of Measure: _____

Date/Time Required: _____

Delivery Location: _____

Date of Request: _____

Requesting Party Tracking Number: _____

Mission

--

Special Instructions

(i.e., delivery instructions, if the resource must come with personnel, fuel, lodging, etc.)

--

Personnel

Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:

Request Forwarded to

Contact Name: _____
Organization/Agency: _____
Date/Time of Submission: _____

Request Approved by: _____ Date: _____
(Name, Title, Signature)

Reimbursement

Providing Party Representative Signature _____ Date: _____

Requesting Party Representative Signature _____ Date: _____



Appendix B






Arizona Mutual Aid Compact (AZMAC) Points of Contact

Date:

Name of Party:

Mailing Address:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name			
Title			
24hr 			
Day 			
Night 			
Fax 			
Email 			

Appendix C

Arizona Mutual Aid Compact (AZMAC) Use of A Contractor

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, 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 that Party's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any applicable federal, state, tribal 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 such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of

liability not less than those stated below.

1. Commercial General Liability- Occurrence Form

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

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.

C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
 - ▶ All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Addendum #1

Arizona Mutual Aid Compact (AZMAC)

Cyber-Related Mutual Aid For Participating Tribal Parties

1. Purpose.

The purpose of this Addendum #1 (“Addendum”) to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- **Cyber** refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- **Cyber Threat** means any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. Also, the potential for a threat-source to successfully exploit a particular information system vulnerability.
- **Cybersecurity** means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.

FW: 2024 AZMAC

Catrina Jenkins <Catrina.Jenkins@navajocountyaz.gov>

Tue 10/24/2023 9:03 AM

To: Morgan Brown <mbrown@showlowaz.gov>; Gus Lundburg - Taylor Town Manager <gus@tayloraz.org>; Brian Richards <brichards@snowflakeaz.gov>; David Coolidge <dcoolidge@winslowaz.gov>; Randy Sullivan <rsullivan@holbrookaz.gov>; Robbie Koerperich - Holbrook Superintendent <koerp@holbrook.k12.az.us>

📎 2 attachments (1 MB)

AZMAC_FAQ_2024.pdf; 2024 AZMAC.pdf;

Good morning!

A while back I forwarded the draft AZMAC in order for you to review. The final agreement has been provided and you are welcome to start the process of obtaining approval and signatures as the agreement will expire in 2024 after the "effective date" for your agencies original agreement. If you need a copy of the old agreement for any reason, please let me know and I will be happy to share that with you.

Respectfully,

Catrina Jenkins | Emergency Manager
Navajo County Public Health Services District

100 E. Code Talkers Drive

Holbrook, AZ 86025

Phone (928)524-4163 | Fax (928)524-4787

Cell Phone (928)414-1310

NavajoCountyAz.gov | facebook.com/NavajoCountyEM

[Ready Navajo County Alert System](#)

(Click the link to register for emergency alerts!)



Navajo County - For Official Use Only

From: Sabrina Lehrke <sabrina.lehrke@azdema.gov>

Sent: Tuesday, October 24, 2023 7:34 AM

To: AZ-EM Directors - DEMA <az-em.directors@azdema.gov>

Cc: Lawrence Wise <lawrence.wise@azdema.gov>; Sheldon Ross <sheldon.ross@azdema.gov>

Subject: 2024 AZMAC

Caution: This email originated from outside of Navajo County.

Good morning all,

The time has finally come! The 2024 AZMAC is now finalized and available for signatures. I have attached the new Compact to this email, including an updated FAQ document.

Additionally, the Compact and additional materials can be found on the DEMA website, which will be updated before the end of the day: <https://dema.az.gov/emergency-management/operations-and-coordination/logistics-and-mutual-aid>

County partners, I will need your help spreading the word to the eligible jurisdictions/entities in your county.

When possible, I will update the DEMA website with an updated spreadsheet of AZMAC Signatories.

As always, please let me know if you have any questions or concerns. Thank you so much!

Best,

Sabrina Lehrke, Logistics/Mutual Aid Coordinator

Emergency Management - Logistics Branch

Arizona Department of Emergency and Military Affairs (DEMA/EM)

5636 E. McDowell Road, Phoenix, AZ 85008

(c) (602) 228-1956 (w) (602) 464-6211

sabrina.lehrke@azdema.gov | logistics@azdema.gov

<https://dema.az.gov/emergency-management/operationscoordination/response-branch/logistics-and-mutual-aid>

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To unsubscribe from this group and stop receiving emails from it, send an email to county.directors+unsubscribe@azdema.gov.