

PRESCOTT CITY COUNCIL REGULAR VOTING MEETING A G E N D A **AMENDED*

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, May 11, 2010
3:00 P.M.**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

The following Agenda will be considered by the Prescott City Council at its **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor Lee Wiggins, Heights Church
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall	
Councilman Blair	Councilwoman Linn
Councilman Hanna	Councilwoman Lopas
Councilman Lamerson	Councilwoman Suttles

- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**
- I. **PUBLIC COMMENT**
 - A. Bob Luzius re Charter amendments.
- II. **PROCLAMATIONS**
 - A. *May 2010 – Historic Preservation Month*
 - B. *May 9 – 15, 2010 – Hospital Week in Prescott, Arizona*
 - C. *May 16 – 22, 2010 - Public Works Week*
 - D. *May 17 – 23, 2010 – American Craft Beer Week*

III. PRESENTATIONS

- A.* ~~Presentation of Medal of Merit Awards~~ **REMOVED FROM AGENDA**
- B. Presentation of Life Saving Award
- C. Antelope Hills Golf Course Update by Golf Club Advisory Group

IV. CONSENT AGENDA

CONSENT ITEM A THROUGH F LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Adoption of Resolution No. 4021-1051 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Fire Department to enter into a renewal of the existing Intergovernmental Agreement (“IGA”) with Yavapai County Office of Emergency Management that establishes Unified Emergency Management for the tri-city area and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- B.* ~~Adoption of Resolution No. 4017-1047 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Police Department to enter into a Memorandum of Understanding with the Department of Veterans Affairs (“VA”) establishing jurisdictional, enforcement and reporting protocols regarding incidents occurring on lands, structures or spaces controlled by the VA within the City of Prescott and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.~~
REMOVED FROM AGENDA
- C. Adoption of Resolution No. 4018-1048 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Police Department to enter into a Memorandum of Understanding with the Rocky Mountain Information Network to establish Regional Information Sharing System, Officer Safety Event Deconfliction System (RISSafe) and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Adoption of Resolution No. 4019-1049 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Police Department to enter into an Intergovernmental Agreement with the State of Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (“ACTIC”) to enhance domestic preparedness regarding chemical, biological, radiological, nuclear and explosive response service and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- E. Adoption of Resolution No. 4020-1050 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Police Department to enter into a Memorandum of Understanding with the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center (“ACTIC”), and Terrorism Liaison Office (“TLO”) Program and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- F. Approval of the Minutes of the Regular Voting Meeting of the Prescott City Council held on April 27, 2010.

V. REGULAR AGENDA

- A. Acceptance of Mechanical Wood Chipper from Prescott Area Wildland Urban Interface Commission.
- B. Appointments to various Boards/Commissions/Committees of the City of Prescott.
- C. Public Hearing and approval of the Consolidated Plan FY 2010 – 2014 and Annual Action Plan FY 2010 as associated with the City’s Community Development Block Grant (CDBG) Program.
- D.* Award of bid and contract for Small Water Mains – Rodeo Grounds, Tolemac Drive to Wildwood Drive Connection, and Ute Road Project to ~~JWJ Pipeline & Excavation, Inc.~~ CLM Earthmovers, LLC in an amount not to exceed ~~\$283,858.18~~ \$319,388.15, requiring Davis-Bacon wages.
- E. Award of bid and contract for Small Water Mains – Flatau Drive, Overstreet Drive, Leroux Street, and Granite Street Project to CLM Earthmovers, LLC, in an amount not to exceed \$523,129.28, requiring Davis-Bacon wages.
- F. Consideration of a request for a Second Amendment to Development Agreement No. 03-243 between the City of Prescott and Tri-City Prep.
- G. Approval for Arizona Public Service Company (APS) to perform night work in the downtown area.
- H. Recess into Executive Session.

VI. EXECUTIVE SESSION

- A. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(7).
 - 1. Possible open space properties (Councilwoman Lopas)

- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).
 - 1. Williamson Valley Road Right-of-way

VII. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing AMENDED notice was duly posted at Prescott City Hall on _____ at _____ .m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Elizabeth A. Burke, MMC, City Clerk

P R O C L A M A T I O N

**"ARIZONA HISTORIC PRESERVATION MONTH"
MAY 2010**

WHEREAS, the National Trust for Historic Preservation will commence National Preservation Month in May, 2010; and

WHEREAS, the idea behind preservation month is the celebration of diverse and irreplaceable heritage by participating in local events throughout the nation; and

WHEREAS, Arizona has a diverse and unique history as represented by the numerous significant historic and pre-historic properties within our community and State; and

WHEREAS, "Old is the New Green!" is the theme for National Historic Preservation Month 2010, sponsored by the National Trust, the Arizona Preservation Foundation, the City of Prescott and many state and local organizations, businesses, and neighborhood associations; and

WHEREAS, historic preservation is an effective tool for identifying and saving the places that tell America, Arizona and Prescott's story, for revitalizing neighborhoods, promoting economic development, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation month helps to demonstrate the importance of our heritage, which is represented by historic travel, heritage education, historic homeownership and community revitalization; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW, THEREFORE, I, Marlin Kuykendall, Mayor of the City of Prescott, Arizona, do proclaim May 2010, as:

"ARIZONA HISTORIC PRESERVATION MONTH"

and call upon the people of Prescott, Arizona to join their fellow citizens across Arizona and the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 11th day of May 2010.



Marlin D. Kuykendall
MARLIN D. KUYKENDALL, MAYOR

ATTEST:

Elizabeth A. Burke
ELIZABETH A. BURKE, City Clerk

PROCLAMATION

“NATIONAL HOSPITAL WEEK” May 9-15, 2010

WHEREAS, National Hospital Week is May 9-15, 2010, and the official theme is “Celebrating Health, Hope and Healing”; and

WHEREAS, a hospital is more than a place where people go to heal, it is a part of the community that fosters health and represents hope; and

WHEREAS, from providing treatment and comfort to the sick, to welcoming new life into the world, hospitals are central to a healthy community.

NOW, THEREFORE I, Marlin D. Kuykendall, Mayor of Prescott, do hereby declare May 9-15, 2010 to be:

HOSPITAL WEEK IN PRESCOTT, ARIZONA

And urge residents to express their appreciation for the people, facilities and technologies that make trustworthy, reliable healthcare possible in our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 11th day of May 2010.



Marlin D. Kuykendall
MARLIN D. KUYKENDALL, MAYOR
City of Prescott

ATTEST:

Elizabeth A. Burke
ELIZABETH A. BURKE, CITY CLERK
City of Prescott

**NATIONAL PUBLIC WORKS WEEK
"ABOVE, BELOW, & ALL AROUND YOU"**

WHEREAS, with the theme of "Above, Below & All Around You," May 16 through 22nd, 2010 marks the 50th observance since 1960 of the annual National Public Works Week; and

WHEREAS, public works infrastructure, facilities and services are of vital importance to the health, safety and well-being of the people of the United States; and

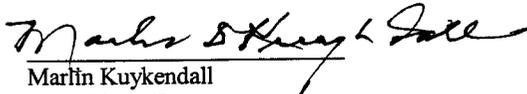
WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works staff representing the City of Prescott Government, who are responsible for and must design, build, operate, and maintain the roads, drainage facilities, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water and sewer utilities, streets and highways, public buildings and solid waste collection; and

WHEREAS, every \$1 invested in public transportation generates as much as \$6 in economic returns to the Nation's economy.

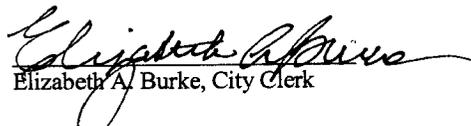
NOW, THEREFORE IT BE PROCLAIMED, that the Mayor and Council of the City of Prescott, do hereby proclaim the week of May 16, 2010, through May 22, 2010 as National Public Works Week calling upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS THEREOF, I hereunto set my hand and cause the Great Seal of the City of Prescott to be affixed this 11th day of May, 2010.


Martin Kuykendall
Mayor, City of Prescott



ATTEST:


Elizabeth A. Burke, City Clerk

“American Craft Beer Week”
May 17-23, 2010

WHEREAS, American craft brewers are a vibrant affirmation and expression of American entrepreneurial traditions, operating as community-based small businesses and providing employment for more than 33,000 workers; and

WHEREAS, the United States has craft brewers in every state and more than 1,300 craft brewers nationwide; and

WHEREAS, American craft brewers support American agriculture by purchasing barley, malt, and has grown, processed, and distributed in the United State; and

WHEREAS, American craft brewers promote the Nation’s spirit of independence through a renaissance in hand-crafted beers like those first brought to colonial shores by European settlers and produced here by the Nation’s founding fathers, including George Washington and Thomas Jefferson, for the enjoyment of the citizenry; and

WHEREAS, American craft brewers strive to educate legal drinking-age Americans about the differences in beer flavor, aroma, color, alcohol content, body, and other complex variables, as well as historic brewing traditions, beer history, and gastronomic qualities of beer; and

WHEREAS, American craft brewers champion the message of responsible enjoyment to their customers and work within their communities to prevent alcohol abuse and underage drinking; and

WHEREAS, American craft brewers produce more than 100 distinct styles of flavorful beers, the quality and diversity of which have made the United States the envy of every beer-drinking nation in the world, thereby contributing to balanced trade by reducing American dependence on imported beers, supporting American exports, and promoting United States tourism; and

WHEREAS, American craft brewers are vested in the future, health, and welfare of their communities as employers providing a diverse array of quality local jobs, as contributors to the local tax base, and as committed sponsors of a broad range of vital community institutions and philanthropic causes, including parent-teachers’ associations, Junior ROTC, children’s hospitals, chambers of commerce, humane societies, rescue squads, athletic teams and disease research.

NOW THEREFORE, I, Marlin D. Kuykendall, Mayor of the City of Prescott, Arizona, do hereby proclaim the establishment of American Craft Beer Week as a celebration of contributions that American craft brewers have made to the Nation’s communities, economy, and history; and Commend American craft brewers for providing jobs, improving the balance of trade, supporting American agriculture, and educating Americans about the history and culture of beer while promoting the responsible consumption of beer as a beverage of moderation.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 11TH day of May 2010.



Marlin D. Kuykendall
MARLIN D. KUYKENDALL, MAYOR
City of Prescott

ATTEST:

Elizabeth A. Burke
ELIZABETH A. BURKE, CITY CLERK

COUNCIL AGENDA MEMO – May 11, 2010
DEPARTMENT: Fire
AGENDA ITEM: Annual renewal of an Intergovernmental Agreement with Prescott Fire and Yavapai County Emergency Services for the establishment of Unified Emergency Management.

Approved By:	Date:
Department Head: Bruce Martinez	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/30/10</i>

Background

Annually the City of Prescott and the Yavapai County Office of Emergency Management (YCEM) enter into an Intergovernmental Agreement that establishes unified emergency management for the tri-city area. The agreement basically sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters.

Status

An agreement is attached with very minor changes made from last year's agreement. The fire department is very happy with the agreement and level of cooperation and support from Yavapai County. We feel that having each jurisdiction in Yavapai County sign this agreement, allows us to coordinate and respond to disaster faster and more efficiently. YCEM provides technical assistance and resources in the event of an emergency as well as completing and submitting all reports required by the State or Federal agencies.

Benefits provided to the City during the past year include:

- Hazardous conditions notification (fire, flooding, wind storms, traffic accidents)
- Update of the Disaster Response Plan
- On call status 24/7
- \$400,000 awarded in grants to upgrade the countywide communications system
- Assisted in the award of over \$114,000 in Homeland Security Grants
- On call 24/7 for alternative communications ability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training and reporting mandates
- Provided free Homeland Security and emergency management training classes

Financial

The City of Prescott will pay \$14,254.00 total, billed in four quarters to Yavapai County for the services provided. This amount has remained constant for the past ten years.

Recommended Action: MOVE to adopt Resolution No. 4021-1051.
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RESOLUTION NO. 4021-1051

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT FIRE DEPARTMENT TO ENTER INTO A RENEWAL OF THE EXISTING INTERGOVERNMENTAL AGREEMENT ("IGA") WITH YAVAPAI COUNTY OFFICE OF EMERGENCY MANAGEMENT THAT ESTABLISHES UNIFIED EMERGENCY MANAGEMENT FOR THE TRI-CITY AREA AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, annually the City of Prescott Fire Department and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement ("IGA") that establishes unified emergency management for the tri-city area; and

WHEREAS, the City of Prescott Fire Department and the Yavapai County Office of Emergency Management wish to enter into the attached IGA, Exhibit "A", hereto, and there were only a few minor changes made from last year's agreement. The IGA sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters; and

WHEREAS, the City of Prescott Fire Department will pay \$14,254 total, billed in four quarters to Yavapai County for the services provided. This amount has remained constant for the past ten years; and

WHEREAS, ARS §§11-951 AND 11-952 authorize "public agencies" such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") between Yavapai County Office of Emergency Management and the City of Prescott Fire Department that establishes unified emergency management for the tri-city area.

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th day of May, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2010, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the City shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or City. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the City:
 - a. Include emergency operations of the City in the County Disaster Response Plan (DRP) covering emergencies and disasters;
 - b. Aid and advise the City with regards to training of employees that may be responsible for emergency management duties;
 - c. Review the City Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan, State Emergency Operations Plans and provide improvements and updates as necessary.

- d. Provide assistance to the City to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Casualty and Mass Casualty. The above plans and programs will be coordinated with and approved by the various City departments effected by said plans and programs;
 - e. Assist the City with developing and/or updating a current inventory of all equipment and supplies available in the City for use in the event of any disaster;
 - f. Provide a current inventory of all equipment and supplies available in the County to assist the City in the event of any disaster;
 - g. Provide technical assistance in obtaining Federal or State funds which may become available to the City for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the City;
 - h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
 - i. In the event of disaster confined to the City, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.
4. That the City shall:
- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
 - b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by City officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 - c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the City;

- d. Accept responsibility to maintain and keep current the City Disaster Response Plan and Guides;
 - e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;
 - f. Budget and contribute to the County for the fiscal year commencing July 1, 2010 and ending June 30, 2011, the sum of \$14,254.00.
5. It is hereby mutually agreed:
- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
 - b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
 - c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
 - d. The term of this agreement is for one year commencing July 1, 2010, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
 - e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
CHIP DAVIS
Chairman, Board of Supervisors

ATTEST:

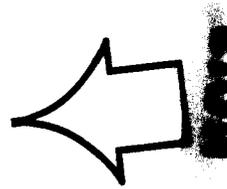
_____ Date: _____
JULIE AYERS
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
DAVID S. HUNT
Deputy County Attorney

CITY OF PRESCOTT
A municipal corporation of the State of Arizona

By: _____ Date: _____
MARLIN KUYKENDALL
Mayor



ATTEST:

_____ Date: _____
ELIZABETH A. BURKE
City Clerk

Pursuant to ARS ' 11-952 (D), the undersigned City Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

_____ Date: _____
GARY KIDD
City Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Disaster Response Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Free Freedom Corps Training
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development.
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- Other Emergency Management support as needed.

RATE: \$.43 per person, per year based on the latest census.

COUNCIL AGENDA MEMO – 05/11/2010

DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to adopt a resolution approving a Memorandum of Understanding between the Rocky Mountain Information Network and the Prescott Police Department.

Approved By:

Date:

Department Head: Michael Kabbel

Finance Director: Mark Woodfill

City Manager: Steve Norwood



05/11/10

Summary:

The Prescott Police Department requests approval of a Memorandum of Understanding (MOU) between the Rocky Mountain Information Network and the Prescott Police Department. The purpose of the MOU is to establish our participation with the Regional Information Sharing System, Officer Safety Event Deconfliction System (RISSafe).

Background:

Investigative efforts, such as undercover operations, often create the potential for conflict between law enforcement agencies or officers that are unknowingly working in close proximity to each other, or may be coordinating an event focusing on the same subject at the same time. This may cause interference with each other's cases, causing investigative efforts to be disrupted. The use of an officer safety event deconfliction system, such as RISSafe, allows for controlled and secure monitoring of these operations, as well as the immediate notification of affected parties when conflicts arise. Through approval of the MOU, the Prescott Police Department will become a participating agency in the RISSafe system.

Financial Impact:

There is no change for participation in the RISSafe system; consequently, there will be no financial impact to the City as result of this agreement.

Recommended Action: MOVE to adopt Resolution No. 4018-1048.

RESOLUTION NO. 4018-1048

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ROCKY MOUNTAIN INFORMATION NETWORK TO ESTABLISH PRESCOTT POLICE DEPARTMENT'S PARTICIPATION WITH THE REGIONAL INFORMATION SHARING SYSTEM, OFFICER SAFETY EVENT DECONFLICTION SYSTEM (RISSafe) AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Prescott Police Department and the Rocky Mountain information Network wish to enter into a Memorandum of Understanding ("MOU") attached hereto as Exhibit "A," and made a part hereof, establishing the Prescott Police Department's participation with the Regional Information Sharing System, Officer Safety Event Deconfliction System; and

WHEREAS, pursuant to this MOU, the Prescott Police Department will become a contributing agency in the use of the officer safety event deconfliction system, such as RISSafe, which allows for controlled and secure monitoring of undercover operations as well as the immediate notification of affected parties when conflicts arise; and

WHEREAS, the City of Prescott and the Rocky Mountain Information Network have the authority to enter into the foregoing agreement pursuant to ARS Section 11-952; and

WHEREAS, there is no charge for participation in the RISSafe system; consequently, there will be no financial impact to the City as a result of this MOU.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City of Prescott hereby approves the attached Memorandum of Understanding between the City of Prescott and the Rocky Mountain Information Network, attached hereto as Exhibit "A," and made a part hereof.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the attached Memorandum of Understanding and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th day of May, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney



ROCKY MOUNTAIN INFORMATION NETWORK

2001 W. PINNACLE PEAK #100 • PO BOX 41370 • PHOENIX, AZ 85080-1370
623-587-8201 • 623-587-8206 (FAX)



Acknowledgement of PRESCOTT POLICE DEPARTMENT
(Participating Agency)

Regarding RISS Officer Safety Event Deconfliction system (RISSafe™)

The above-named Participating Agency requests RISSafe participation with the Rocky Mountain Information Network (RMIN). As a Participating Agency, I have been advised and understand that RISSafe is not integrated with any other existing deconfliction system.

I certify that the above-named Participating Agency will:

- Adhere to current RISSafe Policy and the RISS Privacy Policy;
- Submit appropriate criminal intelligence from RISSafe into the RISSIntel databases via RISSIntel interface accessible via RISSNET;
- Abide by all applicable laws pertaining to the authorized collection, proper use, retention and secure dissemination of sensitive law enforcement intelligence information, including adherence to all applicable privacy or civil liberties statutes and regulations; and
- Utilize the RISSafe application for authorized law enforcement purposes only.

I further understand that information relative to the operations submitted to RISSafe is considered confidential and law enforcement sensitive; and that the Regional Information Sharing Systems® (RISS) will handle and protect it accordingly, with adequate physical and information security internal controls in place that will properly maintain the security and confidentiality of this sensitive information.

I certify that the above-named Participating Agency has been provided a copy of the RISSafe Policy and the RISS Privacy Policy, which the above-named Participating Agency has reviewed and understands, including sections pertaining to liability. I understand that RMIN reserves the right to remove or suspend access to RISSafe services to any agency that intentionally misuses or abuses RISSafe applications or fails to adhere to RISSafe policies and procedures, including the most recent RISSafe Policy, the RISS Privacy Policy and the RISSafe Remote Officer Users' Guide.

Participating Administrative Head

04/12/2010
Date

MIKE KABEL / CHIEF OF POLICE
(Printed Name/Title)

Member Agency RMIN ID #
(To be completed by RMIN staff)

COUNCIL AGENDA MEMO – 05/11/2010

DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to adopt a resolution approving an Intergovernmental Agreement between the State of Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Prescott Police Department.

Approved By:	Date:
Department Head: Michael Kappel	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>05/26/10</i>

Summary:

The Prescott Police Department requests approval of an Intergovernmental Agreement (IGA) between the State of Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Prescott Police Department. The purpose of this Agreement will be to enhance domestic preparedness regarding chemical, biological, radiological, nuclear and explosive response services relating to the activities of terrorism through the cooperative efforts of the parties to this Agreement.

Background:

Pursuant to this IGA, the Prescott Police Department agrees to assign a sworn police officer to receive applicable training as a Certified Terrorism Liaison Officer. Once trained, the officer will respond as needed in support of the provisions of this agreement. Additionally, the assigned officer must work at least 20 hours per month on duties related to the purpose of this agreement. However, this requirement will be incorporated into the officer's normal work schedule; thus, not affecting Police Department staffing or deployment.

Either party may terminate this Agreement for convenience or cause upon thirty days written notice to the other party.

Financial Impact:

There will be no financial impact to the City as result of this agreement.

Recommended Action: MOVE to adopt Resolution No. 4019-1049.

RESOLUTION NO. 4019-1049

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT POLICE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY, ARIZONA COUNTER TERRORISM INFORMATION CENTER ("ACTIC") TO ENHANCE DOMESTIC PREPAREDNESS REGARDING CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR AND EXPLOSIVE RESPONSE SERVICE AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Prescott Police Department and the State of Arizona Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) wish to enter into an Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A," and made a part hereof, to enhance domestic preparedness regarding chemical, biological, radiological, nuclear and explosive response services relating to the activities of terrorism through the cooperative efforts of the parties to this Agreement; and

WHEREAS, the Prescott Police Department agrees to assign a sworn police officer to receive applicable training as a Certified Terrorism Liaison Officer. Once trained, the officer will respond as needed in support of the provisions of this Agreement; and

WHEREAS, response requirements will be incorporated into the selected officer's normal work schedule, resulting in little or no impact on Police Department staffing and deployment; and

WHEREAS, the parties are authorized and empowered to enter into this IGA pursuant to A.R.S. Section 41-1713, Section 11-952 and Prescott Council Resolution No. 4008-1038.

WHEREAS, there is no financial impact to the City as a result of this IGA.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement between the Prescott Police Department and the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) attached hereto as Exhibit "A," and made a part hereof.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th day of May, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**INTERGOVERNMENTAL AGREEMENT
ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
BZP LEVEL B**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC), hereinafter referred to as "DPS," and the Prescott Police Department, herein after referred to as "Agency."

The purpose of this Agreement shall be to enhance domestic preparedness Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism, through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952 and the Agency is authorized and empowered pursuant to Council Resolution number 4008-1038.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. Participation

The Agency agrees to assign a sworn police officer or law enforcement analyst who has been authorized by his/her Agency to respond as needed in support of the Agency and/or DPS ACTIC in accordance to the provisions of this agreement. This person is herein referred to as Terrorism Liaison Officer (TLO). Prior to receiving any reimbursements, equipment, and/or funding, the TLO must complete the TLO training offered by the DPS ACTIC. If the TLO fails to complete the training, he/she is ineligible for this program. A person who completes the training program is known as a certified TLO.

During the duration of this assignment, the certified TLO must work at least 20 hours per month related to the purpose of this agreement. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this agreement. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

During the assignment period, the Agency and DPS agree to allow the certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the Agency during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the Agency and are subject to the Agency's disciplinary process.

II. Equipment

The equipment purchased for and assigned to said certified TLO shall be CBRNE capable and shall remain in the custody of the agency for use by the certified TLO pursuant to this agreement.

Contingent upon the availability of Buffer Zone Program (BZP) funding, equipment will be purchased by the Agency. Equipment will be purchased from the current list of authorized equipment approved by the DPS ACTIC commander and in support of the Federal DHS authorized equipment list.

All assigned and purchased equipment issued to a certified TLO pursuant to this agreement will be maintained in good working order by Agency. The Agency will be required to make all necessary repairs to equipment. In the event that issued or purchased equipment is damaged, lost, stolen or no longer operative, the Agency will be responsible for the expenses for replacement in kind, repair, or reimbursement, whichever is applicable.

The Agency represents that it is insured and will include all equipment, provided pursuant to this agreement, within the scope of the Agency's insurance coverage.

III. Reimbursement for Travel Expenses

Each agency is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

IV. Nondiscrimination

The Parties shall comply with Executive Order 75-5 and 99-04, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The agency shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

V. Indemnification

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

VI. Arbitration

Each party agrees to abide by Arizona Revised Statute 12-1518, State and political subdivisions; use of arbitration. During the term of this contract both parties shall by written mutual agreement agree to the form of arbitration at a subsequent time prior to the filing of any civil action.

VII. Effective Date/Duration

This IGA shall become effective upon the final signatures on each of two (2) originals by both parties, and shall remain in effect until such time that either party submits a 30-day written notice to terminate this agreement to the other party. Any modification of this agreement shall be by written amendment executed by the governing bodies of both parties.

This agreement replaces any and all previous agreements regarding BZP TLO Level B participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

VIII. Termination/Cancellation

Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party.

In accordance with Department of Homeland Security grant guidelines for equipment purchased:

- 1) If participation is terminated, prior to the expiration date of this agreement, then all assigned and purchased vehicles and equipment acquired pursuant to this agreement shall be subject to the provisions between grantor and grantee as outlined in the original grant award.
- 2) After the normal life of the equipment, final disposition is the responsibility of the Agency.

Any notice required to be given under this Agreement will be provided by mail to:

DPS
Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

Prescott Police Department
Chief of Police
222 South Marina Street
Prescott, Arizona 86303

All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. § 38-511.

IX. Recordkeeping

All records regarding this Agreement, including officer's weekly TLO timesheets, must be retained for five (5) years in compliance with A.R. S. § 35-214, entitled Inspection and Audit of Contract Provisions.

X. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

XI. Jurisdiction

Agency accepts that receipt of federal grant funding requires it to permit its certified TLO(s) to work outside of Agency's regular jurisdictional boundaries.

XI. Jurisdiction

The Prescott Police Department accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the Prescott Police Department emergency response guidelines and Department of Homeland Security (DHS) guidelines.

XII. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, 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 referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

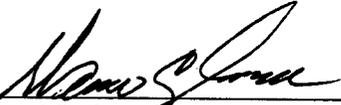
XIZII. Non-Availability of Funds

This MOU shall be subject to available funding, and nothing in this MOU shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this MOU.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

Prescott Police Department

By: 
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

By: _____
Marlin Kuykendall, Mayor
Prescott

Date: 3-24-10

Date: _____

Approved as to Form:

Approved as to Form:


Assistant Attorney General

Steve Norwood
City Manager



Date: 3/19/10

Date: _____

Attest: 
Mike Kabbel
Chief of Police

Date: 4-29-10



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Brian D. Schneider
Assistant Attorney General

Direct: 602-542-8863
Fax: 602-542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P001-2010-000995 (DPS 2010-056), an Agreement between public agencies, i.e., Arizona Department of Public Safety and Prescott Police Department, has been reviewed pursuant to A.R.S. § 11-952, as amended, 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 3/19, 2010.

TERRY GODDARD
Attorney General



BRIAN D. SCHNEIDER
Assistant Attorney General

BDS:ln
Attachment

COUNCIL AGENDA MEMO – 05/11/2010
DEPARTMENT: POLICE
AGENDA ITEM: Recommendation for Council to adopt a resolution approving a Memorandum of Understanding between the Arizona Counter Terrorism Information Center (ACTIC), Terrorism Liaison Officer (TLO) Program and the Prescott Police Department.

Approved By:	Date:
Department Head: Michael Kappel	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/26/10</i>

Summary:

The Prescott Police Department requests approval of a Memorandum of Understanding (MOU) between the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC), Terrorism Liaison Officer (TLO) Program and the Prescott Police Department. The purpose of the MOU is to establish connectivity to the TLO systems by the Prescott Police Department, enhancing the TLO Program intelligence collection and domestic preparedness for chemical, biological, radiological, nuclear and explosive response services concerning the activities of terrorism.

Background:

Pursuant to this MOU, the Prescott Police Department agrees to assign a sworn police officer to receive applicable training as a Certified Terrorism Liaison Officer. Once trained, the officer will respond as needed in support of the Prescott Police Department and/or ACTIC in accordance to the provisions of the MOU. However, response requirements will be incorporated into the selected officer's normal work schedule, resulting in little or no impact on Police Department staffing and deployment.

Either party may terminate this Agreement for convenience or cause upon thirty days written notice to the other party.

Financial Impact:

There will be no financial impact to the City as result of this agreement.

Recommended Action: MOVE to adopt Resolution No. 4020-1050.
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RESOLUTION NO. 4020-1050

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY ARIZONA COUNTER TERRORISM INFORMATION CENTER ("ACTIC"), AND TERRORISM LIAISON OFFICER ("TLO") PROGRAM AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Prescott Police Department, the State of Arizona Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC), and the Terrorism Liaison Officer Program (TLO) wish to enter into a Memorandum of Understanding ("MOU") attached hereto as Exhibit "A," and made a part hereof, establishing the Prescott Police Department's connectivity to the Terrorism Liaison Officer Program (TLO); and

WHEREAS, the Prescott Police Department agrees to assign a sworn police officer to receive applicable training as a Certified Terrorism Liaison Officer to respond as needed in support of the Prescott Police Department and/or ACTIC in accordance with the provisions of this MOU; and

WHEREAS, response requirements will be incorporated into the selected officer's normal work schedule, resulting in little or no impact on Police Department staffing and deployment; and

WHEREAS, the DPS ACTIC is authorized and empowered to enter into this MOU pursuant to A.R.S. Section 41-1713 and the Prescott Police Department is authorized and empowered to enter into this MOU pursuant to Prescott Council Resolution No. 4008-1038.

WHEREAS, there is no financial impact to the City as a result of this MOU.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City of Prescott hereby approves the attached Memorandum of Understanding between the Prescott Police Department, the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center

(ACTIC), and the Terrorism Liaison Officer (TLO) program attached hereto as Exhibit "A," and made a part hereof.

SECTION 2. THAT the Mayor and Staff are hereby authorized to execute the attached Memorandum of Understanding and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th day of May, 2010.

MARLIN D. KUYKENDALL, Mayor

APPROVED AS TO FORM:

ATTEST:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

MEMORANDUM OF UNDERSTANDING (MOU)
for TLO LEVEL C (CONNECTIVITY)
between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
and
THE PRESCOTT POLICE DEPARTMENT

I. Purpose:

This MOU is to establish connectivity to the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the Prescott Police Department to enhance the ACTIC Terrorism Liaison Officer (TLO) Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority:

DPS ACTIC is authorized and empowered to enter into this MOU pursuant to A.R.S. § 41-1713 and the Prescott Police Department is authorized and empowered pursuant to Council Resolution number 4008-1038.

III. Agreement:

The Prescott Police Department agrees to assign a sworn police officer or law enforcement analyst who has been authorized by the Prescott Police Department to respond as needed in support of the Prescott Police Department and/or Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) in accordance to the provisions of this MOU. The Prescott Police Department agrees to provide equipment (as referenced in section IV Equipment) and pay for all personnel expenses, salary and benefits related to participation in this program. Prior to receiving connectivity to ACTIC Terrorism Liaison Officer (TLO) systems, the TLO must successfully complete TLO training coordinated by DPS ACTIC. A person who successfully completes the training is classified as a certified TLO.

For the duration of the TLO's assignment, the certified TLO will perform TLO tasks as related to the purpose of this MOU. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this MOU. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

IV. Equipment

The equipment provided by the Prescott Police Department and assigned to said certified TLO shall be in compliance with the equipment list approved by the ACTIC Commander. Equipment shall remain in the custody of the Prescott Police Department for use by the certified TLO pursuant to this MOU.

All provided and assigned equipment issued to a certified TLO pursuant to this MOU will be maintained in good working order by the Prescott Police Department. Equipment issued to a TLO shall only be used and accessed by the certified TLO having connectivity to DPS ACTIC Information Technology (IT) systems. Computer equipment and software used in this program will be specified by the DPS ACTIC Information Technology (IT) section in accordance with current ACTIC IT standards.

DPS ACTIC will maintain control of the administrative rights of the computer in order to ensure system stability and security. All changes and/or modifications to said computer will require DPS ACTIC IT approval. In the event that equipment is damaged, lost, or no longer operative, the Prescott Police Department will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen the Prescott Police Department must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses

The Prescott Police Department is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Effective Date/Duration

This MOU shall become effective upon the final signatures on each of two (2) originals by both parties. This MOU shall remain in effect until such time that either party submits a 30-day written notice to terminate this MOU to the other party. Any modification of this MOU shall be by written amendment executed by the governing bodies of both parties.

This MOU replaces any and all previous MOUs regarding TLO Level C (Connectivity) participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

VII. Termination/Cancellation

Either party may terminate this MOU for convenience or cause upon thirty (30) days written notice to the other party.

Any notice required to be given under this MOU will be provided by mail to:

DPS	Prescott Police Department
Commander of DPS Intelligence Bureau	Chief of Police
Arizona Counter Terrorism Center	222 South Marina Street
P.O. Box 6638 – MD 3900	Prescott, Arizona 86303
Phoenix, Arizona 85005-6638	

VIII. Recordkeeping

All records regarding this MOU, including officer's weekly TLO timesheets, must be retained for five (5) years in compliance with A.R. S. § 35-214, entitled Inspection and Audit of Contract Provisions.

IX. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this MOU.

X. Worker's Compensation Benefits

Pursuant to A.R.S. § 23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this MOU shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XI. Jurisdiction

The Prescott Police Department accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the Prescott Police Department emergency response guidelines and Department of Homeland Security (DHS) guidelines.

XII. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, 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 referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

XIZII. Non-Availability of Funds

This MOU shall be subject to available funding, and nothing in this MOU shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this MOU.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

Prescott Police Department

By: *Robert C. Halliday*
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

By: _____
Marlin Kuykendall, Mayor
Prescott

Date: 3-24-10

Date: _____

Approved as to Form:

Approved as to Form:

BF
Assistant Attorney General

Steve Norwood
City Manager

Date: 3/19/10

Date: _____

Attest: *Mike Kabbel*
Mike Kabbel
Chief of Police

Date: 4-29-10



COUNCIL AGENDA MEMO – May 11, 2010
DEPARTMENT: Fire
AGENDA ITEM: Acceptance of Mechanical Wood Chipper from Prescott Area Wildland Urban Interface Commission

Approved By:	Date:
Department Head: Bruce Martinez, Fire Chief	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>05/05/10</i>

Background

The Prescott Area Wildland Urban Interface Commission (PAWUIC) has been in existence since September 7, 1990. PAWUIC was established by Memorandum of Understanding and signed by the City of Prescott, Yavapai County, Central Yavapai Fire District, United States Forest Service and Arizona State Land Department. The Commission has been given the expressed task of identifying, prioritizing, and guiding the management of wildland/urban interface practices in the Prescott area. PAWUIC has been the single point of contact to coordinate all of the wildfire mitigation strategies in the Prescott area and is a national model for communities dealing with the threat of catastrophic wildfire. With PAWUIC's leadership and guidance we the City of Prescott has one of the most progressive wildfire education and mitigation programs in the Nation.

Status

In 2001, PAWUIC assisted the City in obtaining a State Fire Assistance grant for equipment, and the Fire Department purchased two mechanical wood chippers with the expressed goal of assisting private land owners reduce the amount of flammable vegetation on their property. Since 2001 the PFD has assisted 3,500 homeowners in making their property defensible from a wildfire. These 2001 wood chippers are worn out. Knowing that this was not the time to ask the Council for \$45,000 in capital funds to purchase a new chipper, Fire Department Staff approached PAWUIC for funds to purchase a new chipper. PAWUIC in their April 2010 monthly meeting voted unanimously to purchase a new 15" Vermeer wood chipper and deliver it to the Fire Department. A chipper was purchased for \$45,000 and PAWUIC desires to turn it over to the City of Prescott.

Recommended Action: MOVE to accept the donation of 1-15" Vermeer wood chipper from the Prescott Area Wildland Urban Interface Commission.
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COUNCIL AGENDA MEMO – 05/11/2010
DEPARTMENT: City Council
AGENDA ITEM: Appointments to various Boards/Commissions/Committees of the City of Prescott

Approved By:	Date:
Council Appointment Committee: Councilwoman Suttles (Chairman), Councilman Blair, Councilman Hanna	05/04/2010
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	05/04/10 

Item Summary

The attached list contains those recommendations from the Council Appointment Committee for appointment to the various boards/commissions/committees.

Background

Earlier this year a subcommittee of the Council consisting of Councilwoman Linn (Chairman) and Councilmen Lamerson and Hanna reviewed the existing procedures followed for appointment to boards/commissions/committees of the City. They later brought to Council recommended changes to the procedures and those were adopted by the full Council. Part of this new process required all members currently serving to reapply for their positions and ads were run inviting new applicants as well.

A vast majority of existing members did apply, and we also received some new applications. All applications were reviewed by the Council Appointment Committee consisting of Councilwoman Suttles (Chairman) and Councilmen Blair and Hanna, and interviews were held for some of the boards/commissions.

During this process a few of those currently serving were unable to be reappointed due to new regulations requiring that they be City residents and they have been notified as such. The Committee is recommending the appointments contained on the attached list, including the noted terms and appointments of Chairman/Vice Chairman. A few do not indicate a selection for Chairman/Vice Chairman and this is due to the need to attract more members and will be addressed at a later date.

Additionally, it was the recommendation of the Council Appointment Committee that those members not continuing in service on their respective boards/commissions/committees should be recognized at the May 25, 2010 Council meeting and that this procedure would be followed in the future when members leave.

Recommended Action: MOVE to accept Council Appointment Committee recommendation to appoint those members indicated on the attached list, with Chairman and Vice Chairman as noted, for the terms noted.
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Agenda Item: Appointments to various Boards/Commissions/Committees of the City of Prescott

	TERM EXPIRES
ACKER TRUST BOARD	
Bob Beyea (Chairman)	03/2012
Maggie Greenwood	03/2012
Jim McCasland	03/2012
Seymour Petrovsky	03/2012
Steve Stazenski (Vice Chairman)	03/2012
ADVISORY AND APPEALS BOARD	
Don Amos (Electrical)	03/2011
Marc Forman (Mechanical)	03/2011
Marty Goodman (General)	03/2011
Thomas Menser (General)	03/2011
VACANT (Mechanical)	03/2012
VACANT (Plumbing)	03/2012
VACANT (Plumbing)	03/2011
VACANT (Electrical)	03/2012
VACANT (General)	03/2012
BOARD OF ADJUSTMENT	
Duane Famas (Vice Chairman)	03/2013
E. Calvin Fuchs (Chairman)	03/2011
Johnnie Forquer	03/2012
Thomas Kayn	03/2012
Michael Klein	03/2013
Richard Rosa	03/2013
VACANT	03/2011
CDBG CITIZEN ADVISORY COMMITTEE	
Jerome S. Jones	03/2012
Miriam Haubrich	03/2012
Pamela Wickstrom	03/2012
VACANT	03/2012
VACANT	03/2012
FIRE BOARD OF APPEALS	
Dennis Bueschel	03/2013
Harvey Emery (Chairman)	03/2012
Judith Haley (Vice Chairman)	03/2013
A.J. Vilaro	03/2012
VACANT	03/2013
PARKS AND RECREATION BOARD	
Joe Baynes (Vice Chairman)	03/2012
Bob Bockrath (Chairman)	03/2012
Mike King	03/2012
Janelle Riedl	03/2012
Ali Schroeder	03/2012

Agenda Item: Appointments to various Boards/Commissions/Committees of the City of Prescott

PLANNING AND ZONING COMMISSION

Joseph Gardner	03/2014
Tim Greseth	03/2014
Ken Mabarak	03/2014
Terry Marshall	03/2011
Thomas Menser (Chairman)	03/2012
Don Michelman	03/2014
Len Scamardo (Vice Chairman)	03/2012

PRESCOTT: THE ARIZONA CENTENNIAL CITY COMMITTEE

Sharon Bell	03/2012
Nancy Burgess	03/2012
Barbara Gilliss (Chairman)	03/2012
Lora Lopas	03/2012
Paul Madden	03/2012
Dave Maurer	03/2012
Guy Roginson	03/2012
Elisabeth Ruffner (Vice Chairman)	03/2012
Deborah Thurston	03/2012
VACANT	03/2012

PRESCOTT PRESERVATION COMMISSION

Russ Buchanan	03/2013
John Langellier	03/2012
Seymour Petrovsky	03/2012
Elisabeth Ruffner (Chairman)	03/2013
Doug Stroh	03/2013
Michael Todd (Vice Chairman)	03/2013
Lee Vega	03/2011

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM BOARD

Tim Sheehan	03/2014
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TRANSPORTATION COORDINATING COMMITTEE

Lisa Barnes	03/2012
Robert Meyer (Chairman)	03/2012
Dennis Stringer (Vice Chairman)	03/2012
John Tarro	03/2012
Al Williams	03/2012

COUNCIL AGENDA MEMO – May 11, 2010
DEPARTMENT: City Manager, Grants
AGENDA ITEM: Public Hearing, Consolidated Plan FY 2010 – 2014 and Annual Action Plan FY 2010 as associated with the City’s Community Development Block Grant (CDBG) Program

Approved By:	Date:
Department Head: Linda Hartmann	April 26, 2010
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>04/27/10</i>

Background:

The City was originally notified of Entitlement eligibility in August 2004. The Mayor appointed a Citizens Advisory Committee and the planning process was initiated. Since then we have processed four action plans and we are now working on our second consolidated plan.

To receive CDBG funding from HUD, the City must develop a Consolidated Plan and it is to cover a five year period and serve three functions:

1. Development planning that builds on a participatory process.
2. Application for HUD formula grant programs (CDBG).
3. Strategy to follow in carrying out HUD programs.

This Consolidated Plan has been developed to meet U.S. Department of Housing and Urban Development (HUD) requirements for Prescott to continue as CDBG “Entitlement Community”.

The Plan includes three elements:

1. A Five-Year Consolidated Plan, Federal Fiscal Years 2010-2014
2. An Annual Action Plan, FFY 2010, City FY2011
3. A Citizens Participation Plan 2010-2014

A Public Hearing occurred on January 27, 2010. More than 700 post cards were sent to low/to moderate income neighborhoods; 33 letters were sent to providers regarding this meeting, additionally we used a large display ad in the Courier to touch as many people as possible for this meeting. The purpose of this meeting was to provide background information to, and to gain insight from the community and requests for dollars from service providers. The statistical data was collected from census records, HUD, State and local sources. Analyses of the data lead to the identification of priorities and strategies that are presented in the Draft Plan.

The Five-Year Plan includes information on needs and strategies for eight elements:

- Homelessness and Special Populations
- Affordable Housing
- Minority & Low Income Neighborhoods
- Fair Housing
- Public Infrastructure
- Barriers to Affordable Housing
- Housing Stock Rehabilitation
- Lead-based Paint

AGENDA ITEM: Public Hearing, Consolidated Plan FY 2010 – 2014 and Annual Action Plan FY 2010 as associated with the City's Community Development Block Grant (CDBG) Program

A Public comment period occurred between March 17 and April 18, 2010. A Final Consolidated Plan and 2010 Annual Action Plan revealed no negative or positive input, other than a citizen reporting a date error on Table A. The Final Plans will be submitted to HUD on May 15, 2010. HUD's review and comment period will occur between May 15 and June 30, 2010.

Project:

The Annual Action Plan proposes uses for \$318,883 in CDBG funds including:

- West Yavapai Guidance Clinic \$80,000 for projects at Hillside and Cortez locations
- Project Aware \$100,000 for matching funds to renovate their existing commercial space to accommodate 6 more apartments.
- Prescott Meals on Wheels \$30,000 to support their MOW Homebound Low Income Elderly program.
- Fair Housing \$3000 to cover educational programs for the public.
- Prescott Area Women's Shelter, \$23,000 to re-floor kitchen area, add cabinets/shelving and the addition of a bathroom.
- Administration \$63,776 Salary, legal noticing, advertising, mailings, printing, binding, training and all duties/services associated with administration of these programs.
- Infrastructure Dexter Neighborhood \$19,107 to allow for additional ADA improvements

It should be noted that housing rehabilitation dollars from the 09 period will be a continuing project. The Mayor's advisory committee supports both the 2010 Citizens Plan update and were in full agreement as to the selection of projects to go forward.

Financial:

It is expected that the CDBG allocation in the amount of \$318,883 will be approved on July 01, 2010.

Recommended Action: (1) **MOVE** to close the public hearing; and (2) **MOVE** to approve 2010 the Action Plan and the 2010-2014 Consolidated Plan,

COUNCIL AGENDA MEMO – May 11, 2010**DEPARTMENT:** Public Works**AGENDA ITEM:** Award of bid and contract for Small Water Mains – Rodeo Grounds, Tolemac Drive to Wildwood Drive Connection and Ute Road Project to CLM Earthmovers, LLC in an amount not to exceed the bid alternate of \$319,388.15, requiring Davis-Bacon wages**Approved By:****Date:****Department Head:** Mark Nietupski**Finance Director:** Mark Woodfill**City Manager:** Steve Norwood**Item Summary**

This item is to approve a construction contract with CLM Earthmovers, LLC Prescott, Arizona for the upgrade of undersized water mains in the distribution system. (See attached map) These new water mains will replace undersized and deteriorated water mains in the Rodeo Grounds, and Ute Road. Additionally, an 8-inch water main connection will be made from Tolemac Drive to Wildwood Drive while a new Rodeo Grounds water main will be extended to tie into the existing water main in Schemmer Drive.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City's residents and businesses, the City annually budgets funds for the replacement and upgrade of small, undersized and aging water mains. These mains are typically 3" or less in diameter, often constructed of galvanized steel and also a source of leaks. In some instances, looping of dead end segments is also included in the project to enhance both water quality and flow. Replacement of these lines improves the water system for our citizens, helps to reduce maintenance costs, water loss and improves fire flow. Water main upgrades included in this project are:

- Rodeo Grounds - 1544 LF of 8" water main.
- Tolemac Drive to Wildwood Drive Connection - 182 LF of 8" water main.
- Ute Road – 306 LF of 8" water

Bid Results

On April 22, 2010, eight bids were received from companies in 6 different Arizona cities. The project was bid with a base bid and bid alternate; the bid alternate requires the contractor to pay Davis-Bacon wages to workers on the project. Accepting the bid alternate with Davis-Bacon wages will allow the City to obtain project financing through

Agenda Item: Award of bid and contract for Small Water Mains – Rodeo Grounds, Tolemac Drive to Wildwood Drive Connection and Ute Road Project to CLM Earthmovers, LLC in an amount not to exceed the bid alternate of \$319,388.15, requiring Davis-Bacon wages

Water Infrastructure Financing of Arizona (WIFA). Base bids and Davis-Bacon bids are listed below:

<u>Company</u>	<u>Location</u>	<u>Base Bid</u>	<u>Davis-Bacon Bid</u>
JWJ Pipeline and Excavation, Inc	Chino Valley, AZ	\$288,958.18	\$283,858.18
CLM Earthmovers, LLC	Prescott, AZ	\$312,860.15	\$319,388.15**
A Miner Contracting	Prescott, AZ	\$391,225.00	\$391,225.00
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$438,922.80	\$459,251.00
Tonto Supply, Inc.	Colorado City, AZ	\$427,660.00	\$472,979.20
Sellers & Sons, Inc.	Tucson, AZ	\$450,829.00	\$492,998.90
Tierra Contracting Inc.	Glendale, AZ	\$476,040.00	\$493,555.97
Fann Contracting, Inc.	Prescott, AZ	\$523,662.00	\$542,300.00
Engineer's Estimate			\$458,385.00

The low bid, from JWJ Pipeline and Excavation Inc., has been determined to be non-responsive due to JWJ being improperly licensed to subcontract and/or perform a portion of the work as determined by the Registrar of Contractors.

**Contract award is recommended to the lowest responsive bidder, CLM Earthmovers, LLC.

Written confirmation of bid has been received from low responsive bidder CLM Earthmovers, LLC. Verification of the company's license, bonding, references, and successful performance of similar projects in the past has been completed.

Project Schedule

Commence Construction	May, 2010
Completion	August, 2010

Construction at the Rodeo Grounds will be scheduled after completion of the rodeo.

Budget

FY10 funding was budgeted and is available for the project from Water Fund Account No. 7007810-8930-09556.

Attachments - Location Map

Recommended Action: **MOVE** to award bid and contract for Small Water Mains - Rodeo Grounds, Tolemac Drive to Wildwood Drive Connection, and Ute Road Project to CLM Earthmovers, LLC. in an amount not to exceed \$319,388.15, requiring Davis-Bacon wages.

COUNCIL AGENDA MEMO – May 11, 2010
DEPARTMENT: Public Works
AGENDA ITEM: Award of bid and contract for Small Water Mains - Flatau Drive, Overstreet Drive, Leroux Street, and Granite Street Project to CLM Earthmovers, LLC., in an amount not to exceed \$523,129.28, requiring Davis-Bacon wages.

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	05/04/10

Item Summary

This item is to approve a construction contract with CLM Earthmovers, LLC, Prescott, Arizona for the upgrade of undersized water mains in the distribution system. (See attached map) These new water mains will replace undersized deteriorated 2-inch water mains in Flatau Drive, Overstreet Drive, Leroux Street and Granite Street.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City’s residents and businesses, the City annually budgets funds for the replacement and upgrade of small, undersized and aging water mains. These mains are typically 3” or less in diameter, often constructed of galvanized steel and also a source of leaks. Replacement of these lines improves the water system for our citizens, helps to reduce maintenance costs, water loss and improves fire flow. Water main upgrades included in this project are:

- Flatau Drive and Overstreet Drive - 694 LF of 6” water main and 892 LF of 8” water main.
- Leroux Street and South Granite Street - 636 LF of 6” water main and 308 LF of 4” water main.

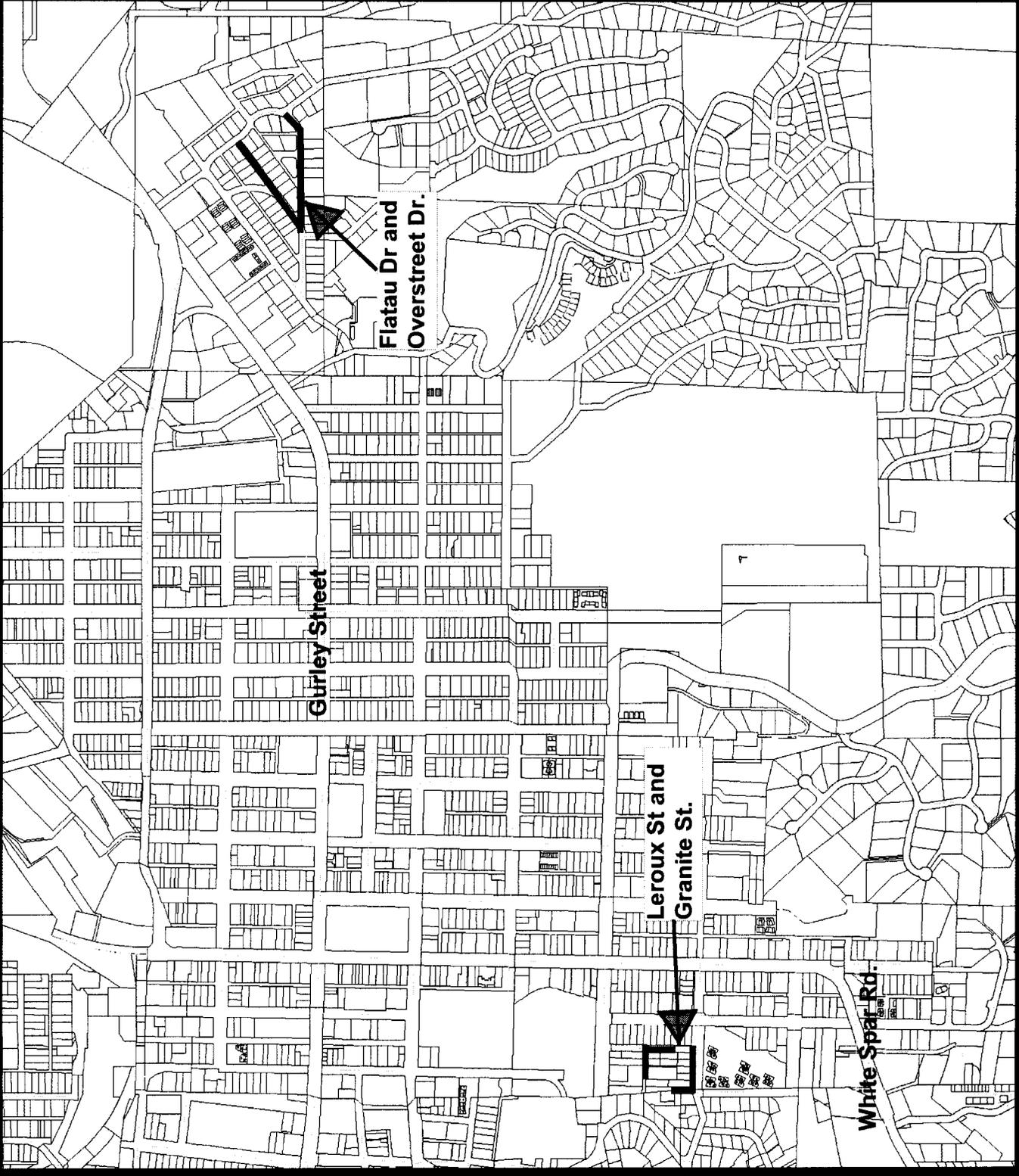
Bid Results

On April 22, 2010, seven bids were received from companies in 5 different Arizona cities. The project was advertised requiring a base bid and bid alternate; the bid alternate requires the contractor to pay Davis-Bacon wages to workers on the project. Accepting the bid alternate with Davis-Bacon wages will allow the City to obtain project financing through Water Infrastructure Financing of Arizona (WIFA). Base bids and Davis-Bacon bids are listed below:



EXHIBIT "A"
Small Water
Mains -
Flatau Dr and
Overstreet Dr,
Leroux St and
Granite St.

This map is a product of the
 The City of Prescott GIS



This document is a graphic representation only of best available sources
 The City of Prescott assumes no responsibility for any errors

COUNCIL AGENDA MEMO – May 11, 2010

DEPARTMENT: Public Works

AGENDA ITEM: Consideration of a request for a Second Amendment to Development Agreement No. 03-243 between the City of Prescott and Tri-City Prep

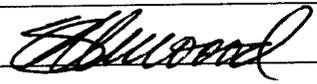
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



05/10/10

Item Summary

This item is for Council's consideration of a request by Tri-City Prep to amend Development Agreement No. 03-243 and strike the requirement for the school to hook up to City water and sewer systems and abandon its well when City utilities become available.

Background

On October 14, 2003, City Council approved Development Agreement No. 03-243 with Tri-City Prep. Resolution No. 3803 was adopted February 27, 2007, approving the First Amendment to the Development Agreement, which allowed Tri-City Prep to connect to the City water system solely for the purpose of fire protection.

The First Amendment also provides for payment by Tri-City Prep of all water resource development fees, water hookup fees and other applicable fees required for connection to the City water system. The school is also responsible for the cost of all sewer construction, impact fees, and other associated costs when sewer facilities are adjacent to the School property.

The First Amendment also provides City Council the right to review the agreement five (5) years following its approval to defer requiring sewer connections to the School's property until such time as City sewer infrastructure is adjacent to any of the School's property boundaries, and at such time the terms of this extension may be continued in effect for such additional periods as the City Council in its sole discretion may determine, or the sewer and water conditions and requirements in the development agreement and amendment may at that time be reviewed, considered, and modified in such a manner as the City Council in its sole discretion deems warranted.

A new sewer main was recently installed within the Side Road right-of-way adjacent to the School's property; however, tie in of the new main to the Airport Wastewater Treatment Plant is potentially 1 – 3 years out pending a future City sewer project and development to the north.

Agenda Item: Consideration of a request for a Second Amendment to Development Agreement No. 03-243 between the City of Prescott and Tri-City Prep

Attachments

- Letter dated April 15, 2010
- Development Agreement No. 03-243

Recommended Action: **CONSIDER** the request by Tri-City Prep and provide direction to staff to amend Development Agreement No. 03-243 or not.

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 10-17-03 TIME 3:07
IN BOOK 4085 PAGE 486
PATSY JENNEY-COLON, RECORDER
Sara E. Knull DEPUTY

#03-243

DEVELOPMENT AGREEMENT
TRI-CITY PREP

WHEREAS the City of Prescott (hereinafter referred to as "City") is entitled to enter into this agreement pursuant to ARS Section 9-500.05; and

WHEREAS the Mary Ellen Halvorson Education Foundation (hereinafter referred to as "School") is under contract with William Raymond Snodgrass and Donna Carol Snodgrass ("Sellers") to purchase the real property referred to herein, which is comprised of approximately three (3) acres and a single family residence (the "Residence") currently zoned RA-9 ("Existing Zoning"); and

WHEREAS the School has pending before the City an application to change the Existing Zoning to "Commercial A" (the "Requested Rezoning"); and

WHEREAS the parties hereto wish to enter into a Development Agreement to provide for certain terms and conditions to be applicable to development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this agreement shall relate to that specific property, more particularly identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "the Property"
2. That this agreement shall become operative only at such time as both (a) the City Council has formally approved the Requested Rezoning, and (b) the School has acquired title to the Property (the "Conditions to Effectiveness"); provided however that in the event that both of the Conditions to Effectiveness have not been satisfied by November 30, 2003, then and in that event this Agreement shall be of no further force and effect.
3. That the development of the Property shall be consistent with the City's General Plan, as adopted by the Prescott City Council on August 27, 1997, and with the Airport Specific Area Plan.
4. That the Property shall have the right arising pursuant to this Agreement to all permitted uses, density, intensity and height limitations as allowed in the Commercial A Zoning District, provided, however, that the School shall first proceed at its cost with any required rezoning process to obtain said use.

5. That notwithstanding the foregoing, the School hereby agrees that the Property shall not be used for residential purposes other than (a) maintenance of an apartment on the Property for housing a caretaker/security guard for the School property, and (b) subject to the School obtaining through the City an amendment to the Airport Specific Area Plan permitting such use, student housing.

6. That the School hereby agrees to execute an Avigation Easement, in the form attached hereto as Exhibit "B", within ten (10) days following satisfaction of the Conditions to Effectiveness.

7. That the School agrees that within twelve (12) months following the availability of a functioning, City-operated sewer main within 400 feet of the Property, the School shall connect to and thereafter use said sewer main as the sole destination for sewage generated on the Property.

8. That the School will, at its expense, connect to the City's water main at such time that said main abuts or is within the right-of-way adjacent to the property boundary of the School.

That upon the Property receiving potable water from the City, the School will cooperate with and assist the City in complying with R12-15-803 and R12-15-816, and obtaining any and all approvals from the Department of Water Resources for the retirement or abandonment of the well on the Property; and further cooperate to obtain from Department of Water Resources a groundwater credit to the account of the City due to the foregoing retirement or abandonment.

9. That the screening of the School's parking area on the Property adjacent to the residential zoned property to the south shall be limited to chain link fencing with landscaping, as reflected on the final approved site plan; the City hereby waiving (at the request of both the School and the adjacent property owner) the requirement that opaque slats be installed in such fencing.

10. The parties acknowledge and agree that if the Conditions to Effectiveness have not been satisfied by November 30, 2003, then this agreement shall be of no further force or effect.

11. This agreement shall run with the Land, and shall bind the School's successors in interest and assigns.

12. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this agreement.

13. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with

respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

14. That the School hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the School or its agents or employees.

15. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

16. Time is of the essence in this agreement. The failure of either party to require the strict performance by the other of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

17. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

18. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

SCHOOL:

Mary Ellen Halvorson Education Foundation, an
Arizona non-profit corporation

By: Mary Ellen Halvorson
Name: Mary Ellen Halvorson
Title: President

ACKNOWLEDGED:

SELLERS:

William Raymond Snodgrass
William Raymond Snodgrass

Donna Carol Snodgrass
Donna Carol Snodgrass

EXHIBIT "A"

All that portion of Section 31, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 31, a U. S. G. L. O. brass capped monument;

Thence North 00 Degrees, 31 Minutes, 00 Seconds West, 2642.86 feet along the West line of said Section 31, as determined by the City of Prescott;

Thence North 89 Degrees, 57 Minutes, 00 Seconds East, 22.20 feet to a capped 2 inch pipe at a fence corner;

Thence North 89 Degrees, 57 Minutes, 00 Seconds East, 1675.96 feet along a fence to the TRUE POINT OF BEGINNING;

Thence continuing North 89 Degrees, 57 Minutes, 00 Seconds East, 503.54 feet along a fence to the West right-of-way line of the A. T. & S. F. Railroad;

Thence South 13 Degrees, 18 Minutes, 00 Seconds West, 285.41 feet along the said West right-of-way line of the A. T. & S. F. Railroad to a point hereinafter referred to as Point "A";

Thence South 89 Degrees, 57 Minutes, 00 Seconds West, 437.64 feet;

Thence North 00 Degrees, 03 Minutes, 00 Seconds West, 277.70 feet to the TRUE POINT OF BEGINNING.

Exhibit B

NOISE AND AVIGATION EASEMENT

WHEREAS, the Grantor is the owner in fee of certain real property in the City of Prescott, County of Yavapai, State of Arizona; and

WHEREAS, said property is located within the vicinity of Ernest A. Love Field; and

WHEREAS, Grantor has been advised and is of the opinion that the subject property is located in close proximity to an airport; that present and future aircraft noise and overflight impacts might be annoying to present and future users of the land and might interfere with the unrestricted use and enjoyment of the property; that these noise and overflight impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations and time-of-day variations; that changes in airport, aircraft and air traffic control operating procedures or in airport layout could result in increased noise and overflight impacts; and that the Grantor's or user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise or overflights could increase.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Mary Ellen Halvorson, the President of the Mary Ellen Halvorson Education Foundation, does hereby grant a permanent noise and avigation easement to the public, for the use of "Navigable Airspace" in and about Ernest A. Love Field, as defined by the Federal Aviation Act of 1958, over all of the real property more particularly described in the attached Exhibit "1".

"Navigable Airspace" means airspace above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include airspace needed to ensure safety in the take-off and landing of aircraft.

To have and to hold said easement forever.

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

EXHIBIT "1"

All that portion of Section 31, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 31, a U. S. G. L. O. brass capped monument;

Thence North 00 Degrees, 31 Minutes, 00 Seconds West, 2642.86 feet along the West line of said Section 31, as determined by the City of Prescott;

Thence North 89 Degrees, 57 Minutes, 00 Seconds East, 22.20 feet to a capped 2 inch pipe at a fence corner;

Thence North 89 Degrees, 57 Minutes, 00 Seconds East, 1675.96 feet along a fence to the TRUE POINT OF BEGINNING;

Thence continuing North 89 Degrees, 57 Minutes, 00 Seconds East, 503.54 feet along a fence to the West right-of-way line of the A. T. & S. F. Railroad;

Thence South 13 Degrees, 18 Minutes, 00 Seconds West, 285.41 feet along the said West right-of-way line of the A. T. & S. F. Railroad to a point hereinafter referred to as Point "A";

Thence South 89 Degrees, 57 Minutes, 00 Seconds West, 437.64 feet;

Thence North 00 Degrees, 03 Minutes, 00 Seconds West, 277.70 feet to the TRUE POINT OF BEGINNING.

RESOLUTION NO. 3567

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE MARY ELLEN HALVORSON EDUCATION FOUNDATION, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the Mary Ellen Halvorson Education Foundation is the owner of certain real property in the City limits; and

WHEREAS, the parties wish to enter into a Development Agreement, pursuant to ARS Section 9-500.05 relating to the development of that property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT, the City of Prescott hereby approves the Development Agreement with the Mary Ellen Halvorson Education Foundation, attached hereto as Exhibit "1".

Section 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Development Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 14th day of OCTOBER, 2003.



ROWLE P. SIMMONS, Mayor

ATTEST:



MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:



JOHN R. MOFFITT
City Attorney

Fee	
\$	RECORDED AT THE REQUEST OF:
\$8	City of Prescott, Arizona
\$5	WHEN RECORDED, PLEASE RETURN TO:
\$1	Prescott City Clerk's Office
\$	Interoffice Mail

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 5-4-07 TIME 3:02
IN BOOK 4504 PAGE 143
ANA WAYMAN-TRUJILLO, RECORDER
m Blake DEPUTY

Caption:

Prescott Agreement No. 2003-243A1
First Amendment to Development Agreement with Tri-City Prep
Originally Recorded on 10/17/2003 at B 4085 P 486
Approved by Resolution No. 3803
Adopted 02/27/2007 – Effective 03/29/2007

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO that certain Development Agreement, by and between the City of Prescott and Tri-City Prep (hereinafter the "School"), is made and entered into as of the 27 day of FEB, 2007, (the foregoing parties hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, the City and the School have previously entered into that certain Development Agreement #03-243, dated October 14, 2003 (the "Agreement"); and

WHEREAS, the Parties acknowledge and agree that certain amendments thereto are in the best interests of both; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by the Parties hereto, it is hereby agreed as follows:

1. Amendments to Agreement. Section 8 of the Agreement is hereby amended to provide for and allow the School to tie into the City of Prescott water system for the sole purpose of providing public safety through fire hydrant and sprinkler system connections only. Nothing in this paragraph shall be deemed to create any right or entitlement to provision of City of Prescott water for any other purposes or to create any waiver whatsoever of any applicable water resource development fees, water hookup fees or any other fees that may apply at such time as the School is required to connect to the City water system under the terms of Development Agreement No. 03-243 and as amended by this Amendment. The School agrees and acknowledges that the connections allowed herein shall be used solely for the purposes of fire protection and will be used solely by the School for such purposes. In the event that the School utilizes the system connections or water for any other purpose, then the School shall be subject to all fees associated with potable water connections applicable at the time of such use.

Section 7 of the Agreement is hereby amended to provide that the School shall tie into the City sanitary sewer system as required under applicable city standards and policy at the time of required connection pursuant to this Amendment or any subsequent modifications hereto, and shall be responsible for any and all costs associated therewith at such time as a City sewer main and/or associated sewer infrastructure is adjacent to any of the proposed boundaries of the School's property. The School shall bear all of the construction costs associated with the sewer tie in by the School, and costs associated with any present or future impact fees shall be payable by the School when such sewer facilities are adjacent to the School's property. Notwithstanding the foregoing, the City Council reserves the right to review this Agreement five (5) years following City Council approval hereof, to defer requiring sewer connections for

the School's property until such time as City sewer infrastructure is adjacent to any of the School's property boundaries, and at such time the terms of this extension may be continued in effect for such additional periods as the City Council in its sole discretion may determine, or the sewer and water conditions and requirements in the development agreement and this Amendment may at that time be reviewed, considered and modified in such a manner as the City Council in its sole discretion deems warranted. In the event that the construction of sewer infrastructure adjacent to the School's property has occurred within the five year time frame and the School is connected to City water and City sewer pursuant to the terms of this Amendment, then the City Council's review will encompass an update on the condition of the property and infrastructure installed in its five year review pursuant to this paragraph.

2. Condition of Agreement. The School agrees as a condition of the Agreement to allow connections for fire safety purposes, as herein amended, that it shall install an "in-line" flow meter and backflow prevention assembly in the fire line, which shall be subject to City inspection, plan requirements and all other applicable construction code requirements. Said fire line assembly shall include a City-approved double check valve for backwater prevention and a recording flow meter in a secured enclosure to which the City shall be provided sole and exclusive access by the School. The School further agrees that any needed line extensions, construction, permits and inspections necessary to facilitate the public safety fire prevention measures permitted by the City herein, and all requirements necessary to allow such improvements, shall be at the sole expense of the School. Building and other code permit fees and inspections shall be charged in accordance with the City's adopted fee schedules.

3. Requirements. The School shall be required to tie into the City of Prescott sanitary sewer system at such time as the School ties into the City water system to obtain potable water, except as to the allowed public safety connections delineated in Section 1 above.

4. Amendments Binding. These amendments shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, transferees, and assigns. Each Party shall execute such further documents and instruments as may reasonably be requested by the other Party to fully effectuate the intent of this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

6. Recordation. Upon execution, this Agreement shall be recorded in its entirety, by the City, in the Official Records of Yavapai County, Arizona.

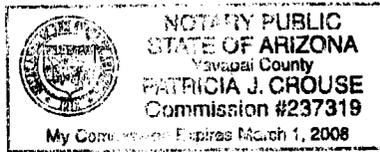
7. Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

The foregoing instrument was acknowledged before me this 17 day of April, 2007, by Rowle P. Simmons, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Patricia J. Crouse
Notary Public

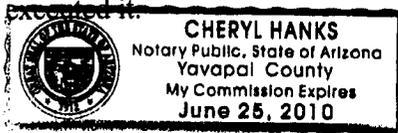
My Commission Expires:

3-1-08
STATE OF ARIZONA)
County of Yavapai) SS.



SEAL

The foregoing instrument was acknowledged before me this 6 day of April, 2007, by Mary Ellen Halverson, the President of the Mary Ellen Halvorson Education Foundation, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it.



SEAL

Cheryl Hanks
Notary Public

My Commission Expires:

June 25, 2010

Tri-city College Prep HIGH SCHOOL

5522 Side Road, Prescott, AZ 86301-8483
Phone: 928-777-0403 Fax: 928-777-0402
Web Page: www.tricityprep.org

Keeping Standards High
Helping Students Reach Them



School Board

Mr. Bob Ayres, President
Mr. Paul Hricik
Mr. James Holzmann
Mr. Roger Mortenson
Mr. Arthur Seigel

Administration

Dr. Mary Ellen Halvorson
Superintendent

Mr. Bill Batzli
Business Manager

Mrs. Keri Milliken
Principal

Mrs. Karen Norris
Counselor

Mr. Ron Beitz
Purchasing/Payroll

Mr. Matt Halvorson
SAIS/Tech. Dir./Registrar

Mrs. Julie Bradshaw
Special Education

Support Staff

Kelly Kenner - Secretary
Eva Ekdahl - Nurse
James Verebely - Custodian

Faculty

Mr. Seth Burgess
Mr. Bruce Cutter
Mrs. Kerrie Cutter
Miss Tevyan Diamond
Mr. Michael Evans
Mrs. Tamela Halvorson
Miss Janet Maissen
Mrs. Carolyn Muchna
Ms. Ellen Newell
Dr. Lyn Oden
Mr. Nick Pasterino
Mr. John Peck
Ms. Candy Quillian
Mr. Grant Terauchi
Mrs. Kristi Terauchi
Mr. Cody Wamsley
Mrs. Bonnie Winters
For e-mail see web page

April 15, 2010

From: Mary Ellen Halvorson, Superintendent
Tri-City College Prep High School
5522 Side Road
Prescott, AZ 86301
928 777 0403

To: Mayor Kuykendall
Councilwoman Lopas
Councilman Lamerson
Councilman Blair
Councilwoman Linn
Councilman Hanna
Councilwoman Suttles

Thank you for taking the time to consider this request.

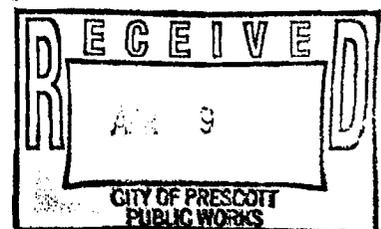
Under Tri-City College Prep High School's current Development Agreement it states that the school will hook up to city water and sewer and abandon its well when city utilities become available. I am requesting that be struck from the Development Agreement.

That agreement was made 7 years ago in good economic times. The state of Arizona is not fully funding education anymore. Schools did not receive payments in October and I was just notified that the schools' May payments will only be partial payments. I will receive a payment on June 1st but then will receive nothing again until August.

Governor Brewer just informed schools of the cuts for next year and it looks like Tri-City Prep will lose \$407/pupil or \$81,000,000 next year. The cuts plus the expenses of City fees which could be as high as \$56,167.19 and construction, another \$30,000, are impossible in these hard economic times and there seems to be no end in sight.

For these reasons I am unable to promise when the school could financially meet the demands of the Development Agreement and am asking that the requirement be struck.

I would be happy to discuss this matter further at a City Council meeting if you have other questions about the impact of this requirement on the school.



V-G

COUNCIL AGENDA MEMO May 11, 2010

DEPARTMENT: Public Works

AGENDA ITEM: Approval for Arizona Public Service Company (APS) to perform night work in the downtown area.

Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



05/04/10

Item Summary

APS is requesting approval to perform night work to install steel poles and overhead 69 kV transmission lines on Granite Street from Goodwin Street to Willis Street.

Background

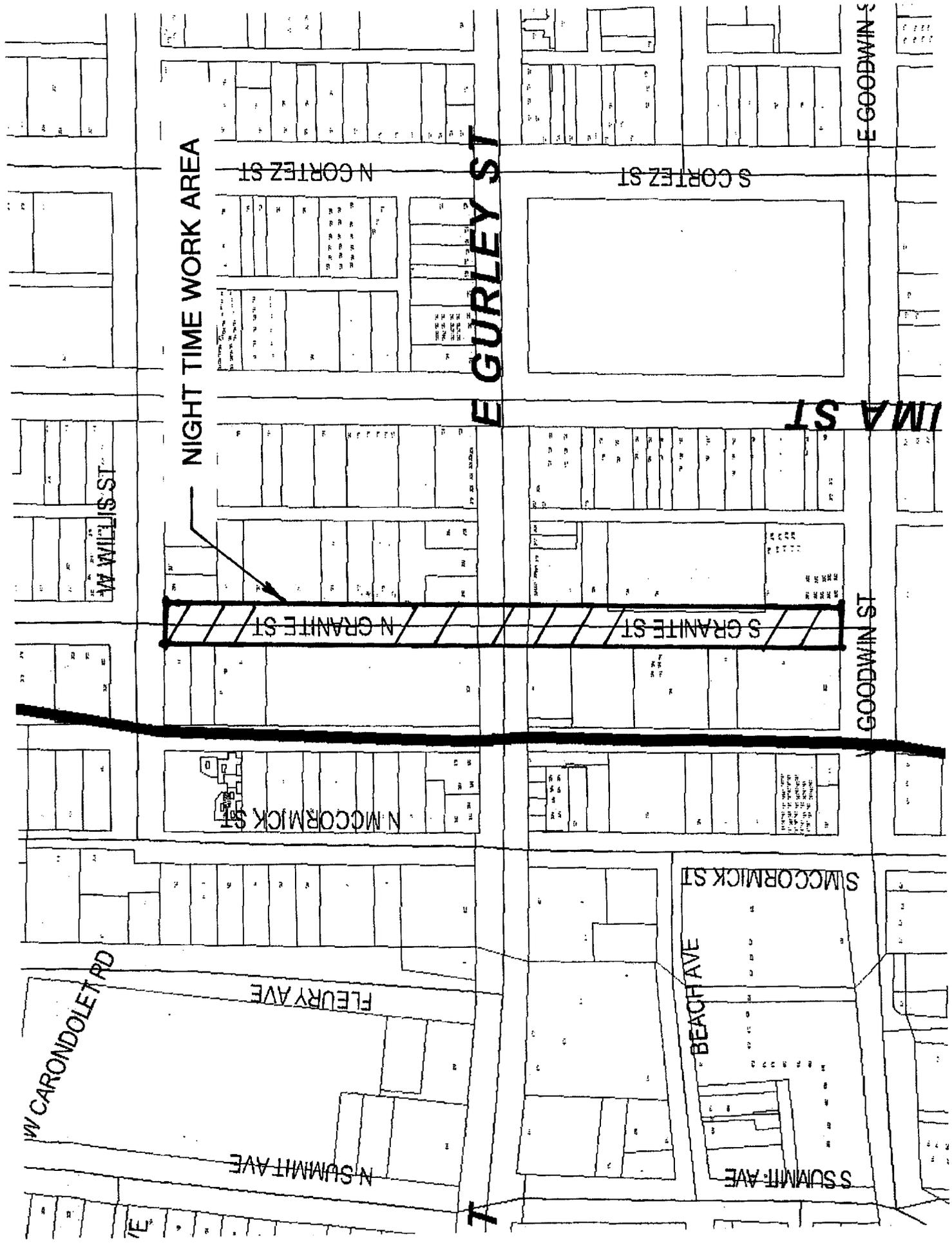
For the past 15 months APS has been constructing new overhead 69 kV transmission lines on Granite and Montezuma Streets to increase capacity and reliability to the community. A majority of the work has been completed; however they now need to install the new steel poles along Granite from Goodwin Street to Willis Street. To minimize impacts to adjacent business owners; APS is requesting to perform the work from 10:00 PM until 6:00 AM Monday thru Friday. There may also be some night work on weekends which will be coordinated with the activities at the Courthouse Square. The work is planned to begin in mid May and be completed by the end of August 2010. There are no private residences along this portion of Granite Street.

Because of the large equipment required to install the 63 feet steel poles, Granite Street will be restricted to north-bound traffic only during this night work operation. APS will be required to pay for the services of an off duty police officer to handle traffic at the intersection of Gurley Street and Granite Street. The Regional Communications Center will be kept advised of the status of this operation.

City Code Title 5-4-2: Specific Acts Prohibited requires City Council approval for any night work after 8: PM Monday thru Saturday.

Attachments - Location Map

Recommended Action: MOVE to approve night work by APS in the downtown area for installation of new 69 kV transmission facilities.



NIGHT TIME WORK AREA

E GURLEY ST

N CORTEZ ST

S CORTEZ ST

IMA ST

N GRANITE ST

S GRANITE ST

GOODWIN ST

N MCCORMICK ST

S MCCORMICK ST

N CARONDOLET RD

FLEURY AVE

BEACH AVE

N SUMMIT AVE

S SUMMIT AVE

E GOODWIN ST