



CITY COUNCIL MEETING

STUDY SESSION MEETING AGENDA

TUESDAY, APRIL 10, 2018, 1:00 PM

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

Greg Mengarelli, Mayor

Billie Orr, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Jim Lamerson, Councilman

Alexa Scholl, Councilwoman

Steve Sischka, Councilman

The following Agenda will be considered by the Prescott **City Council** at its **Study Session Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of the meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending the meeting through the use of a technological device.

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

- A. Implementation and Review of the TMDL Action Plan.
- B. Discussion of Change for the Better - City of Prescott Initiative to Help the Homeless.

4. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (5) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (6) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated

- representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6);
- (7) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

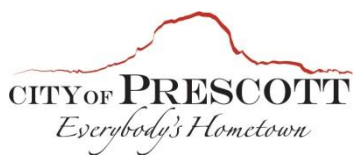
Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing 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

Maureen Scott, MMC, City Clerk

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **STUDY SESSION MEETING** **4-10-18**

DEPARTMENT: **Public Works**

AGENDA ITEM: Implementation and Review of the TMDL Action Plan.

FUNDING SOURCE: Streets Fund

Approved By: Michael Lamar, City Manager

Item Summary:

This presentation will summarize the work completed to date as part of the *Water Quality and TMDL Regulatory Compliance Action Plan* and describe the final proposed Tasks 6, 7, & 8, their costs and the deliverables.

Background:

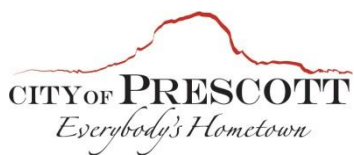
In 2015, the Arizona Department of Environmental Quality finalized two Total Maximum Daily Load (TMDL) Reports for Granite Creek Watershed and Watson Lake that summarize pollution in those surface waters and direct future pollution reduction efforts. To address the regulatory implications of those documents eight tasks were formulated by AMEC Foster Wheeler Environment & Infrastructure, Inc., to be performed by several amended contracts that would result in Lake and Watershed Pollution Reduction Plan.

Council approved Tasks 1, 2 & 3 by City Professional Service Agreement No. 2015-184 on October 13, 2015. Authorization of Tasks 4 & 5 and creation of the *Water Quality and TMDL Regulatory Compliance Action Plan* was approved by Council on August 9, 2016.

This presentation will offer a summary of previous task accomplishments and an overview of upcoming Tasks 6, 7 and 8.

AGENDA ITEM: Implementation and Review of the TMDL Action Plan.

Recommended Action: Presentation for Council information and discussion – no formal action is requested at this time.

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **STUDY SESSION MEETING** **4-10-18**

DEPARTMENT: **City Manager**

AGENDA ITEM: Discussion of Change for the Better - City of Prescott Initiative to Help the Homeless.

Approved By: Michael Lamar, City Manager

Item Summary

This item is for the Council to review “Change for the Better - City of Prescott Initiative to Help the Homeless.”

The various elements of this initiative include:

- A marketing campaign – using print and social media, radio, flyers, and outreach to businesses, service providers, and the faith-based community. The campaign will focus on visitors and residents to encourage charitable giving to local service providers rather than giving money on the street.
- Collection meters and signage – 4 collection meters will be placed around the Downtown Square to encourage people to donate to the meter, which funds will be used to continue the “Change for the Better” Initiative as well as be distributed to local service providers for the homeless. Also, key locations around the City have been identified to place signage discouraging giving money to panhandlers:
 - Main exit of Fry’s shopping center on Willow Creek
 - Costco exit at Walker Road
 - Wal-Mart exit on Prescott Lakes Parkway as well as Gail Gardner Way
 - Gateway Blvd. at Highway 69 (main exit from the mall)
 - Schemmer Drive and Miller Valley Road (Post Office exit)
 - Downtown – corner at Hotel St. Michael
- Defensive architecture – the City-owned benches directly around the Downtown Square will have arm rest placed in the center of the bench to discourage lying down. Also, we will continue to identify the most common areas of need to install features that discourage panhandling.
- Work program by the Coalition for Compassion & Justice called the Works Progress Agency in collaboration with the CCJ and U.S. Vets. This program is funded by a \$10,000.00 grant from the United Way and a \$9,500.00 payment

AGENDA ITEM: Discussion of Change for the Better - City of Prescott Initiative to Help the Homeless.

from the City for maintenance of and trash collection from ROW and other City properties rendered over a 1 year term. The goal of this program is to identify that are “flying sign” who are interested in working and provide them with consistent work opportunities. Up to 8 employees will initially be hired in this program.

- Ambassador Program – an RFP has been prepared to request downtown security and ambassador services. The expectations of the ambassadors would be to:
 - Provide hospitality and information to visitors
 - Be the eyes and ears on the street
 - Report crime or other problems
 - Provide information on available services to the homeless and panhandlers

The ambassadors will not be armed but will wear recognizable clothing to be easily identified. They will be trained by City staff before starting. We are asking for 2 ambassadors to walk the downtown May-August on Fridays-Sundays from 10am-10pm.

Attachments

1. MOU between CCJ and WPA
2. Ambassadors RFP

Recommended Action: This item is for discussion only. No formal vote will be taken.

City Contract No. 2018-213

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PRESCOTT AND THE COALITION FOR COMPASSION AND
JUSTICE FOR VOLUNTEER SERVICES REGARDING THE
MAINTENANCE OF CITY RIGHT OF WAY AND OTHER CITY PROPERTIES**

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the CITY OF PRESCOTT, a municipal corporation of the State of Arizona (hereafter “City”), and the Coalition for Compassion and Justice (CCJ), an Arizona 501(c) corporation (hereafter the “CCJ”); and

WHEREAS, the City has a need for the maintenance of its public right of way and other City properties; and

WHEREAS, the CCJ has created the work skills program called Work Progress Agency (WPA) to create work skill opportunities for those CCJ employees who are ready, willing and able to assist the City in the maintenance of the City’s right of way and other City properties; and

WHEREAS, the parties further acknowledge the necessity of effectuating certain right of way and other City property maintenance and improvement projects which benefit both the CCJ work program and the City; and

WHEREAS, the parties desire to work cooperatively to maintain the City’s right of way and other City properties, while creating work-skill opportunities for the CCJ employees, for their mutual benefit; and

WHEREAS, in order to maintain City right of way and other City properties, the parties wish to memorialize their mutual obligations, rights, duties and responsibilities.

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:

SECTION 1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to memorialize the intent of the parties to ensure the maintenance of the City’s right of way and other City properties by providing work-skill opportunities for CCJ employees, through their mutual cooperation and to lay out the parties’ obligations, rights, duties, and responsibilities.

SECTION 2. AGREEMENT TERM: The term of this Agreement is one year and begins from the date of execution. The parties may mutually extend this MOU for additional one year terms, up to five times, beyond the original one year term. Any extensions to this MOU shall be memorialized in writing. If the parties choose to extend this MOU beyond the initial one-year term, the MOU must be approved by the Prescott City Council for the first year extension. After the first year extension, the MOU may be administratively approved by the City Manager, or his duly designated appointee upon mutual agreement of the parties.

SECTION 3: PERFORMANCES- CITY OF PRESCOTT:

- (A) The City shall prioritize and schedule right of way and other City property projects for CCJ employees.
- (B) The City shall provide management oversight of ongoing right of way and City property work by the CCJ employees.
- (C) The City shall allow CCJ employees on to City property and allow for ingress and egress to City properties.
- (D) When requested by CCJ, and when available, the City will provide tools to assist in right of way and other City property projects.
- (E) The City will pay a one-time sum of \$9,500.00 to the CCJ to be used exclusively for the WPA work skills program.

SECTION 4: PERFORMANCES- COALITION FOR COMPASSION & JUSTICE:

- (A) The CCJ will provide qualified CCJ employees to work on the City's right of ways and other properties.
- (B) The CCJ will provide a qualified work monitor/supervisor that will coordinate with the City for the work being performed on city right of ways and other properties.
- (C) The CCJ and its WPA clients will be completely independent from the City.
- (D) The CCJ will provide and maintain the required insurance pursuant to this Agreement.
- (E) The CCJ and CCJ employees and any other CCJ volunteers involved with the obligations contained in this MOU will follow federal, state and local laws while providing volunteer services for the City.

SECTION 5: NOTICES: Notices relating to this Memorandum of Understanding shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Prescott:

City of Prescott
c/o Recreation Services Director
P.O. Box 2059
Prescott, Arizona 86302

CCJ:

Coalition for Compassion & Justice
c/o Jessi Hans, Executive Director
PO Box 1882
Prescott, AZ 86302

SECTION 6: CONFLICT OF INTEREST: Pursuant to A.R.S. Section 38-511, either party 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 an 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.

SECTION 7: INDEMNITY AND HOLD HARMLESS. The CCJ hereby agrees to indemnify and hold harmless the City, its elected officials, officers, appointees, departments, divisions, employees, agents, and volunteers from any and all claims, liabilities, expenses or lawsuits as a result of the CCJ's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the CCJ or its agents. The CCJ further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the CCJ has or may have against the City, its agents or employees, arising out of or in any way connected with CCJ's activities as set forth in this Agreement.

The City hereby agrees to indemnify and hold harmless the CCJ, its officials, officers, appointees, departments, divisions, employees, agents, and volunteers from any and all claims, liabilities, expenses or lawsuits as a result of City's negligence or intentional acts in the participation of this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the City or its agents. City further releases and discharges the CCJ, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the CCJ, from any and all claims which City has or may have against the CCJ, its agents or employees, arising out of or in any way connected with City's negligence or intentional acts regarding the City's participation in this Agreement.

SECTION 8: WAIVER. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

SECTION 9: WAIVER OF JURY TRIAL AND ATTORNEYS' FEES. 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. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's 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, or state or federal court rule, or state or federal common law.

SECTION 10: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

SECTION 11: RESULT OF NEGOTIATIONS. This Agreement is the result of negotiations by and between the parties. It has been drafted by the City of Prescott and is the result of negotiations between the parties. Therefore, any ambiguity in this agreement is not to be construed against either party.

SECTION 12: INSURANCE. The CCJ shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CCJ, its officials, officers, directors, agents, representatives, employees or volunteers.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CCJ from liabilities that might arise out of the performance of the work under this Contract by the CCJ, its officials, officer, directors, agents, representatives, employees, or volunteers. The CCJ is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The CCJ's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. .

Verification of Coverage: The CCJ shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before volunteer work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City of Prescott Risk Management Division at 221 South Cortez Street, Prescott, AZ 86301. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements – The CCJ shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000
- Volunteer Accident Insurance: The CCJ shall carry volunteer accident insurance, with minimum amounts of \$25,000.00/\$10,000.00 accident/death/dismemberment coverage.

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Coalition for Compassion & Justice Work Progress Agency."

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

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

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Coalition for Compassion & Justice Work Progress Agency."

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the CCJ.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the CCJ shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

SECTION 13: DESIGNATED LIAISON: Both parties hereto agree that they will designate at all times at least one staff member to be a liaison of that agency in carrying out the provisions of this agreement, for purposes of notice, scheduling, etc. Each party to this MOU shall keep in regular contact with the other as to designated liaisons at any given point during the term of this Agreement.

SECTION 14: STATUS: It is expressly agreed and understood by and between the parties that the CCJ is being contracted by the City through this MOU to provide volunteers. As such, the CCJ, and any CCJ officials, officers, directors, employees, agents, representatives or volunteers shall not become a City employee, and shall not be entitled to payment or compensation from the City or to any fringe benefits. As volunteers, the CCJ further agrees that it and its agents will conduct themselves in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. This MOU does not create any third party beneficiaries and binds only the parties to the MOU.

SECTION 15: ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

COALITION FOR COMPASSION & JUSTICE

Michael Lamar, City Manager

Jessi Hans, Executive Director

ATTEST:

Maureen Scott,
City Clerk

APPROVED AS TO FORM:

Jon M. Paladini, City Attorney

Attachment: MOU between CCJ and WPA (1936 : Homelessness Initiative)

City of Prescott, Arizona

Request for Proposals

Downtown Ambassador and Security Provider

April 2018

Introduction

The City of Prescott is a full-service community with a population of 43,000 in northern Arizona initiating a downtown ambassador program. The City is seeking to engage a provider who is capable of providing a tailored service, under the direction of the City, that combines elements of security and a downtown ambassador presence for residents and visitors.

Scope of Work

Services would include the following:

1. Two (2) ambassadors on-duty during the months of May-August from Friday-Sunday 10am-10pm
2. Ambassadors will be on foot in the downtown area (approximately 16 city blocks) and will:
 - a. Provide hospitality and information to visitors
 - b. Be the eyes and ears on the street
 - c. Report crime or other problems
 - d. Provide information on available services to the homeless and panhandlers
3. Ambassadors will be required to wear attire/uniforms as designated by the City
4. Ambassadors will be required to attend training hosted by the City to receive relevant information for interacting with residents and visitors and on the Ambassador Program in general

Submittals will be received until the end of business on May 11, 2018 via email or mail.

Please include a statement of qualifications and referrals, especially if similar work was performed in another city. Proposals will be reviewed during the week of May 14th and applicants will be notified of their status by May 21, 2018.

To learn more about the City of Prescott, its city leadership, services, and history, visit www.prescott-az.gov. Please direct further inquiries and submittals to Tyler Goodman, Special Projects & Legislative Coordinator at tyler.goodman@prescott-az.gov. Statements may also be mailed to:

Tyler Goodman
City Manager's Office, City of Prescott
201 S. Cortez St.
Prescott, AZ 86303