

City of Prescott

City Council - Voting Meeting



March 10, 2026 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

AGENDA

The following Agenda will be considered by the **Prescott City Council** at its **Voting 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.

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [City of Prescott Live Meeting Feed](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INTRODUCTIONS / ANNOUNCEMENTS**
4. **INVOCATION - Pastor Marc McDonald with St. Lukes Episcopal Church**
5. **PLEDGE OF ALLEGIANCE - Councilman Garing**
6. **PRESENTATIONS**
 - A. Introduction & Project Update on the Wish Man Monument Project
7. **PROCLAMATIONS**
 - A. Vietnam War Veterans Day - March 29
 - B. Water Awareness Month - April 2026
8. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total with the following stipulations:

- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor
- Call to the public shall not be used to address the Council on current or pending legal matters by a party or their representative

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism
- 2) Requests to staff to investigate & report on the matter
- 3) Request that the matter be scheduled on a future agenda

9. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items 9.A. through 9.F.

- A. Approval of Meeting Minutes from the February 17, 2026 Special Study Session, the February 24, 2026 Study Session, and the February 24, 2026 Voting Meeting.
- B. Approval of Acceptance of Three (3) Grants from the Arizona Department of Homeland Security - State Homeland Security Grant Program to Obtain an Advanced HAZMAT Substance Detector, HAZMAT Meter & Approval of City Purchase Order No. 2260523 with FarrWest Environmental Supply in the Amount of \$68,312.50.
- C. Approval of City Contract No. 2026-156 with AECOM Technical Services, Inc. for Engineering Services for the Prescott Lakes Parkway Bridge Report.
- D. Adoption of Resolution No. 2026-1976 Approving City Contract No. 2012-091A3, an Amendment to City Contract No. 2012-091 an IGA for Dispatching Services at Prescott Regional Communications Center (PRCC) Adding the Yarnell Fire Department.
- E. Approval of Appointment of Members to the Board of Adjustment, Building Safety Advisory & Appeals Board, CDBG Citizens Advisory Committee, Fire Board of Appeals, Planning & Zoning Commission, and the Tourism Advisory Committee.
- F. Approval of City Purchase Order No. 2260522 for the Purchase of LED Streetlight Heads and Photocells from Clark Transportation Solutions, in the Total Amount of \$76,293.63. Funding is Budgeted, Previously Approved and Available in the Streets Fund.

10. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Item 10.A.

- A. Adoption of Ordinance No. 2026-1936 Approving City Contract No. 2026-178 with Goodwin Street Investments LLC to Lease the Property at 406 W. Goodwin Street for Municipal Court and Related City Offices.

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF
PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MUNICIPAL
COURT LEASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND
GOODWIN STREET INVESTMENTS, LLC**

11. REGULAR AGENDA

- A. **WSA26-005:** A Water Service Application Submitted by Woda Cooper Development, INC. Location: Between Lakeview Plaza Lane & Mogollon Road South of Willow Creek Road, a Portion of APN 106-20-509,508,507A,506A
Recommended Action: MOVE to approve or deny WSA26-005
- B. Adoption of Ordinance No. 2026-1938 Approving an Amendment to the City of Prescott Land Development Code Article 4 Section 4.9.4.B and 4.9.4.C to Update the Parking Requirements within the Downtown Business (DTB) Zoning District. Applicant: City of Prescott - Planning & Zoning Division.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE CITY OF PRESCOTT'S LAND DEVELOPMENT CODE SECTION 4.9.4(B) BY DELETING THE COMMENT BOX FOUND UNDER 4.9.4B/COMPATIBILITY REVIEW GUIDELINES AND AMENDING 4.9.4C/PARKING AND LOADING BY ADDING NEW LANGUAGE TO REPLACE OLD LANGUAGE; AND PROVIDING A SEVERANCE PROVISION

Recommended Action: MOVE to approve Ordinance No. 2026-1938

- C. **REZ26-001 and GPA26-001:** Adoption of Resolution No. 2026-1978 (GPA26-001) & Ordinance No. 2026-1937 (REZ26-001) A Request for a Rezoning from SF-35 (Single-Family Minimum Lot Size 35,000SF) and SF-9 (Single-Family Minimum Lot Size 9,000SF) to BG (Business General) on a Total of 3.6 Acres & a Minor General Plan Amendment from Low-Medium Density Residential to Commercial for the Expansion of an Existing School to Include Grades 9-12. Location: APN 106-21-237B, 2980 Willow Creek Road. Owner: Arizona Conf. Corp Seventh-Day Adventists. Applicant: Prescott Seventh-Day Adventist Church – Lindsey Toyama.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON THE NORTHWEST CORNER OF WILLOW CREEK ROAD AND NICHOLET TRAIL, FROM SINGLE-FAMILY MINIMUM LOT SIZE 35,000SF (SF-35) ZONING DISTRICT AND SINGLE-FAMILY MINIMUM LOT SIZE 9,000SF (SF-9) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT

Recommended Action: 1) MOVE to adopt Resolution No. 2026-1978; and 2) MOVE to adopt Ordinance No. 2026-1937

- D. **CONTINUED ITEM:** Discussion & Possible Action Regarding Updates to Article IX Section 6 of the Prescott City Charter "Majority to Elect in Primary" for Approval at a Future Election; Review of Recommendations from the Charter Review Committee Regarding Proposed Charter Revisions; and Possible Adoption of Resolution No. 2026-1977 Providing Notice of a Special Election to be Held November 3, 2026.
Recommended Action: 1) MOVE to adopt Resolution No. 2026-1977; and 2) Following discussion, direction to staff regarding ballot language for Charter updates or MOVE to approve ballot language as provided
- E. Presentation, Discussion & Possible Action Regarding the City's Workforce Housing Strategy and Implementation Plan.

Recommended Action: MOVE to approve the Workforce Housing Strategy and Implementation Plan

12. ADJOURNMENT

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)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 3/5/26 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: City Clerk
ITEM #: 9.A
SUBJECT: Approval of Meeting Minutes from the February 17, 2026 Special Study Session, the February 24, 2026 Study Session, and the February 24, 2026 Voting Meeting.

ITEM SUMMARY

This item is for the approval of the February 17, 2026 Special Study Session, the February 24, 2026 Study Session, and the February 24, 2026 Voting Meeting. Staff recommends approval of the minutes as presented.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve minutes as presented

ATTACHMENTS

1. February 17, 2026 Special Study Session Minutes
2. February 24, 2026 Study Session Minutes
3. February 24, 2026 Voting Meeting Minutes

City of Prescott

City Council - Study Session



February 17, 2026 | 1:00 PM
201 N Montezuma Street
Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:00 p.m.

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman
Patrick Grady - Councilman (Excused)
Jay Ruby - Councilman

3. DISCUSSION

- A. Presentation & Discussion Regarding Water Resources Management for the City of Prescott.

Water Resource & Water Services Manager Brian Ruiz provided a presentation to the Council regarding an overview of the city's water resources management. He introduced water resources staff Water Resource Manager Leslie Graser and Water Resources Project Manager Tracie Beasley who will also be providing information for the Council.

Ms. Graser began with a discussion regarding the regulatory framework for the department:

- * Active Management Area (AMA)
- * Conservation
- * Underground Water Storage, Savings and Replenishment
- * Adjudications
- * Dam Safety - Watson, Willow and both Upper and Lower Goldwater Lakes
- * Surface Water
- * Assured and Adequate Water Supply
- * Hydrology
- * Groundwater Wells & Permitting
- * Community Water Systems
- * Laws, Rules and Policies

Prescott AMA:

- * Two groundwater sub-basins - Little Chino and Upper Aqua Fria
- * Statutory management goal - safe yield

- * AMA Supply - groundwater, effluent and surface water
- * Area continues to be regulated pursuant to the Prescott AMA 5th Management Plan - plan will remain in effect until Arizona Revised Statutes set forth another series of plans for development and adoption

City's Assured Water Supplies (AWS):

- * 29,574.84 AF/year based on 2009 Decision & Order
- * Groundwater (Prescott AMA) - 9,466.02 AF/year
- * Alternative Water - 7,041.42 AF/year
 - Direct delivery of treated effluent supplies: 1,496 AF/year
 - Treated effluent supplies for storage and delivery: 3,649.98 AF/year
 - Long-term storage credits - 204.44 AF/year
 - Surface water supplies for storage and recovery: 1,391 AF/year
- * Alternative Water (transported and imported from Big Chino Groundwater) - 8,067.4 AF/year

Councilwoman Frederickson asked why the Big Chino groundwater is included in the portfolio but not being used.

Ms. Graser responded that it is in the portfolio, but reservations have not been made against it.

Councilman Ruby asked if the Big Chino has been calculated in the growth projections.

Ms. Graser responded that any demand included in the Decision & Order is planned for.

AWS Key Dates & Events:

- * 2021 - city's application to modify its designation of AWS was filed
- * 2022 - ADWR deficiency letter 1, ADWR supplemental deficiency letter and city's responses
- * 2023 - ADWR deficiency letter 3
- * 2025
 - ADWR Deficiency letter 4 related to model only/city response
 - ADWR reimburses city's application fee of \$2,000
- * 2026 - ADWR Deficiency letter 5
- * City remains a designated water provider under current Decision & Order of Assured Water Supply until it is superseded with a new ADWR Document

Ms. Beasley continued with a discussion regarding water conservation education and outreach.

History:

- * 1981-1990 - launch of focused efforts on water conservation
 - Creation of an energy and resource task force
 - Series of codes (engineering, landscaping, rates, etc) and procedures were adopted
 - 1987 - first AMA management plan elevated and added required regulations to city efforts

- * 1992 - first Prescott Water Conservation Incentive Program provided rebates to customers who achieved a series of water conservation efforts
- * 2000 - ADWR third Prescott AMA Plan makes public education and outreach, including a rebate program, a requirement for Prescott
- * 2005 - Council rescinded incentive program and developed a new city conservation strategic plan which included a tiered rate structure, updated rebate program, extensive water conservation education and publicity and new conservation regulatory codes
- * 2006 - recommendations adopted and a full-time water conservation position was established, WaterSmart brand was trademarked as the official brand for the Prescott Water Conservation Program; WaterSmart education and outreach launched
- * 2010 - ADWR fourth AMA Management Plan mandated an expanded water conservation education and outreach program
- * 2015 - watersmart.com website launch
- * 2022 - prescottwater.com established

Water Conservation Rebate & Incentive Program:

- * Code Chapter 3-10, Section 3-10-8
- * Established in 2006 via utility bill credits
- * Goal - reduce per person/account water use via water efficiency choices
- * Initial offerings included turf removal, drip irrigation, toilets, leak repairs and more
- * Since 2006, over 4,500 approved applications/estimated 10,000+ rebates
- * CY24 rebate outcomes - 285 rebates, 2, 107,825 gallons (6.5 AF)
- * CY25 Education & Outreach Program Components - educational print materials, www.prescottwater.com, regular resource and education social media posts, radio PSAs 2-4 topics per quarter, newspaper ads, public presentations (HOAs, churches, CWAG, etc), Prescott Library Viewerie display, Free DIY Efficiency Items, EyeOnWater support and partnership events

Water Conservation FY26:

- * EyeOnWater - support Water Operations with customer outreach to increase sign ups and use of new smart water meter leak detection app
- * Rebate Program - city code updates, shifted customer online application and program database from low-functioning/expensive third party to city built/managed, new system allows for better use of data to assess water savings
- * Looking Forward - reduce barriers to WaterSmart Choices, target programs, leverage partnerships, support demand management planning in LTWMP, pilot new, proven water conservation outreach initiatives

Councilman Garing asked how many city meters have been converted to smart meters.

Utilities Manager Steven Olfers said approximately 13,000 of 25,000.

Councilwoman Frederickson commented that there is no indication on the water bill when a citizen will fall into a new tier, and asked if there is a way to break that out to create better awareness.

Ms. Beasley responded that preliminary conversations with utility billing regarding that, but it will be awhile before it might appear on the bills because of pre-ordering.

Mr. Ruiz continued the discussion regarding the city's water policy, the Big Chino Water Ranch and Gila Adjudication.

Water Policy:

- * Origins of current policy from 1998 when the city was out of safe yield
- * Most current policy was approved in May 2025
- * Provides the policy and procedures used to approve water service requests for development

Water Issues Subcommittee:

- * Comprised of three Councilmembers, selected by the Council every two-years in November
- * Recommends the water budget for residential and non-residential
- * Reviews and makes recommendations on Water Service Applications (WSA)
- * Relevant water topics

Water Service Application Process:

- * Administrative Approval & Logging
 - 8 multi-family or 4 single family units (residential)
 - 1.5 AF/year or less (non-residential): small office buildings, low water intensity use
- * If above criteria are exceeded, the application requires Council Action
 - Step 1: Council Subcommittee recommendation
 - Step 2: vote of the full Council
- * All administrative and Council approved water is subtracted from the current water budgets

Water Budget:

- * Set by WIS semi-annually for January-June and July-December
- * Normally set at 25 AF/year for residential and non-residential but can be adjusted by WIS and Council
- * All WSAs are tracked and deducted from budget

Existing Obligations:

- * +700 tracked obligations in current catalog
- * Water Service Agreements, Development Agreements, Groundwater Subdivisions, WSAs, and Tribal Settlement
- * Deep Well and AED together have obligations to over 2,600 acre-feet of water
- * Existing obligations do not come out of the water budget

Big Chino Water Ranch (BCWR):

- * Located in the Big Chino Sub-basin outside the Prescott AMA
- * 4,582 acres of deeded land and 1,807 acres of state-lease
- * One of five transpiration basins within the state
- * ARS 45-555 allows withdrawal and transport of 8,068 acre-feet per year
- * Leased for ranching

- * No pumping since purchase in 2004
- * Erosion Control Project with The Nature Conservancy (TNC)
- * None of the water management portfolios include the Big Chino Water Ranch, because at this time the city does not have any access to the water

BCWR Cost Estimates (2024):

- * City of Prescott cost is estimated at approximately \$141,503,960 (well field facilities, pipelines, road stabilization, pump stations, utility power, easements, engineering - design/construction) for a total overall cost of \$261,560,000
- * Split is 54.1% Prescott and 45.9% Prescott Valley per the IGA
- * Costs are estimated by Black & Veatch in 2023

Comprehensive Agreement 1 (CA1):

- * 2010 Agreement in Principle, 2012 CA1, 2017 Modeling contract and 2025 modeling transfer
- * Partnership between the city, Town of Prescott Valley and SRP
- * Monitoring and modeling Committees
- * \$5.6 million initial budget
- * SRP - 1/3 split cost and City of Prescott/Town of Prescott Valley 2/3 cost
- * Ahead for 2026 - completion of the model and scenario analysis

Long-Term Water Management Plan:

- * Components - supplies/demands, demand management, aquifer modeling, alternative supplies
- * Procedure - evaluate options, develop alternatives, model scenarios
- * Objectives - better management tools, advise water policy and clear recommendations, lay the foundation for future work

Gila Adjudication:

- * Legal process to formally define water rights
- * Procedural and long-term
- * Parts of the Prescott water system are located in the Upper Verde River Watershed
- * Addresses how surface water and closely connected groundwater sub-flow are connected
- * Rulings could affect future water rights claims or new wells near surface waters
- * Prescott is currently - reviewing statement of claimants, monitoring court activity, and coordinating with the city legal department/external legal counsel

Councilman Garing asked if this would affect the Big Chino.

City Attorney Joseph Young responded that it would not at this moment, but there are a lot of open questions because of the modeling and understanding how the Big Chino interacts with the water supply.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 3:15 p.m.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on February 17, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk

City of Prescott

City Council - Study Session



February 24, 2026 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:01 p.m.

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman (Excused)
Patrick Grady - Councilman
Jay Ruby - Councilman

3. DISCUSSION

- A. Presentation & Discussion Regarding the City of Prescott Historic Preservation Master Plan Update.

Planning Manager Alex Bramlette provided a presentation to the Council regarding the existing Historic Preservation Master Plan (HPMP) and upcoming updates on the plan. She began with a review of the local historic preservation districts, of which there are thirteen, including: 1) The Courthouse Plaza; 2) Edmund Wells Residence; 3) Elks Opera House/Theater; 4) Ft. Necessity; 5) Hassayampa; 6) Pine Crest; 7) Prescott Armory; 8) Rev. E. Meany Residence; 9) Sam Hill Warehouse; 10) Santa Fe Depot; 11) Southeast Prescott; 12) Union Street; and 13) Historic Homes at Hassayampa. In addition to the local historic preservation districts there are national historic preservation districts.

Purpose of the HPMP:

- * State clearly the goals of historic preservation in Prescott
- * Clarify the meaning and content of the Historic Preservation Ordinance
- * Establish criteria to avoid arbitrary decisions by government
- * Let current and future property owners and residents know in advance how Prescott intends to grow and what the community wants to protect
- * Address issues related to zoning, traffic patterns, tourism, design and pressures that may impact existing historic and potential historic districts

Goals:

- * Preserve and maintain sites and structures that serve as significant visible reminders of Prescott's past
- * Preserve the character and livability of Prescott's neighborhoods

- * Integrate historic preservation more fully into Prescott's planning system
- * Contribute to the economic development and vitality of Prescott by encouraging restoration work, adaptively reusing buildings to improve their viability and economic contribution and promoting tourism related to historic resources

Next Steps:

- * March 2026 - complete RFP
- * April-June 2026 - send out RFP, interview consultants and make selection
- * June-August 2026 - consultant onboarding, finalize public participation plan and timeline, finalize public participation plan/timeline, review the updated draft HPMP to ensure consistency, maintain quality of information and reformat
- * Update the ordinances and design guidelines
- * September-December 2026 - public outreach, open houses and community events
- * Plan for three open houses in different geographic areas because of the significant number of historic districts
- * January-May 2027 - public hearing process through Prescott Preservation Commission (PPC) and Council
- * June 2027 - adoption of the new HPMP by Council

Mayor Rusing thanked staff for working on this update after 30-years without updates. There are some loopholes that need to be closed particularly with the area around the Courthouse Plaza area, half the properties around the area are considered "non-contributors" but this area needs to be protected. She added that parking issues and height also need to be addressed with these updates.

Councilman Gambogi concurred that there should be very specific guidelines to avoid the emotional arguments that have come with project proposals.

Councilwoman Frederickson asked about the difference between guidelines and requirements in the plan as it exists now. She would like to make sure that the HPMP and the guidelines are all in agreement.

Mayor Pro Tem Fruhwirth commented that this has been a long-time coming, and so she wants to make sure that this stays on track and get this done. Also, she would like to make sure that legal reviews all the documents along the way through this project so things are not ambiguous. She added that if any area in particular needs to be prioritized, she would like to see it be the Courthouse Plaza area.

Councilman Grady asked about the entertainment district and the historic district around the Courthouse and whether that is local or national. He also asked about updates to the LDC.

Ms. Bramlette responded that it is both local and national. The General Plan and this plan are the priority right now and the neighborhood plans will be a different project. The LDC will be later in 2027.

Mayor Rusing asked if it is possible to make amendments to parking requirements before this is completed. She also asked if there could be a

uniform zoning ordinance around the Plaza.

City Attorney Joseph Young responded that it is possible and added that the Council has an item coming before them in March related to that topic already. He added that the definition of a contributing property can be looked at as well to make sure that it is clear in the requirements.

Ms. Bramlette added that the baseline zoning district height is 50 ft maximum, and 48 ft in historic districts, so there are some ambiguities regarding that issue that will be addressed. Everything surrounding the plaza is downtown business district zoning.

Councilman Ruby asked for clarification of "contributor" versus "non-contributor".

Ms. Bramlette responded that they have gone through the application process through the state and then granted, not all buildings in a district are contributors. Whether you are a contributor or not, you still have to go through the PPC process.

Mayor Pro Tem Fruhwirth added that she likes the facet of the plan that calls for restoration work, and she would like to see the ability of there to be clear standards but still some flexibility so that it is workable for people. There is a fine line between the Courthouse area and the rest of the Downtown Business District overall.

Ms. Bramlette confirmed and added that this is something staff will have the consultant look at.

Councilman Gambogi commented that this is a good overall plan and the timeline is appropriate. The Council doesn't need to micromanage this and allow staff to do the work and return with a plan.

Councilwoman Frederickson asked about the zoning versus the overlay of the Master Plan and which standard runs the day.

Ms. Bramlette commented that it will be the more restrictive requirement.

Mayor Rusing asked if this HPMP would replace the old plan.

Ms. Bramlette responded that it will be tied in because it is using the existing plan as a base.

Member of the public Rick Sprain addressed the Council as PPC Chair stating that this is very overdue for an update. He likes the idea of having a consultant work with staff and the PPC on the HPMP.

Member of the public Michael King addressed the Council as a member of the PPC and stated that he is in full support of the goals associated with updating the HPMP and going with a consultant to go through the plan as well. The members of the PPC love what they are doing and want to be engaged and help

move these plan updates forward.

Member of the public Connie Cantelme addressed the Council and discussed her background in working with the Community Development department over the years in working on updating properties that are historic. This is a discipline, and it is important that the city works with an outside expert to make sure the history and integrity is maintained so they remain conforming. The Council has to be careful of adaptive reuse and not copying historic buildings.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 1:42 p.m.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on February 24, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk

City of Prescott

City Council - Voting Meeting



February 24, 2026 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 3:02 p.m.

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman
Patrick Grady - Councilman
Jay Ruby - Councilman

3. INTRODUCTIONS / ANNOUNCEMENTS

None.

4. INVOCATION - Pastor Rich Stoffan with Pinerock Camp

5. PLEDGE OF ALLEGIANCE - Councilman Grady

6. OPEN CALL TO THE PUBLIC

A. Erik Ludwig addressed the Council and stated that he had a number of questions for the Council. He began with the issues regarding barriers to attending City Council meetings during the day is difficult for working people and parents to attend. He added that the Farmers Market should be moved to a better location, and asked when the Sundog Connector will be built and when the city will limit issuance of building permits. Additionally, he encouraged the Council to consider a low growth mindset, and encouraged evening patrolling at Granite Gardens Park.

B. Leigh Budlong addressed the Council regarding a video by Ben Jordan as a follow-up to the Flock camera discussion. She stated that the company does sell data, including social security numbers and encouraged the city to reconsider it's contract with the company.

C. Truly Bracken addressed the Council regarding divisions in the community. She encouraged the concept of open Town Halls that will allow for the citizens and Council to engage in an open and productive dialogue.

D. Tony Hamer addressed the Council representing Eye on Prescott stating that there have been significant inconsistencies related to governing by this Council. The public would like the appropriate rules to be adopted and followed and the Mayor must act impartially which hasn't been seen to date. Rules adopted by the body should be applied equally, and should be content and viewpoint neutral.

E. Ralph Hess addressed the Council regarding statements during the Strategic Planning workshop regarding Special Interest Groups. He stated that there are disparaging tones directed at groups like Save the Dells and CWAG, but not the Chamber of Commerce, or the Rodeo, etc. It is focused on community groups and not local organizations. He agreed with Ms. Bracken's comments about the benefit of Town Halls.

F. Cynthia Wagner addressed the Council regarding ICE agents wearing masks and being told by the Mayor that the Council has no control over this. She doesn't believe this to be true. A strong leader stands up to forces that are wrong. There is no excuse for a law enforcement officer to wear a mask, and she asked if this Council will stand for fascism.

G. Kymberly Lopez addressed the Council regarding a Proclamation that was given to the Rodeo by the Governor's Office recognizing the World's Oldest Rodeos impact on Prescott and the state, as well as the importance of the location of the Rodeo at the current grounds.

7. CONSENT AGENDA

MOTION BY COUNCILMAN GAMBEGI TO APPROVE CONSENT AGENDA ITEMS 7.A. THROUGH 7.E., EXCLUDING ITEM 7.D.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)

- A. Approval of Meeting Minutes from the February 3, 2026 Special Study Session, the February 10, 2026 Executive Session, the February 10, 2026 Study Session and the February 10, 2026 Voting Meeting.
- B. Approval of City Contract No. 2026-149A2, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC for Improvements at the Prescott Regional Communications Center in the Amount of \$73,800.13 Using City of Prescott Job Order Contracting. Funding is Available in the Facilities Maintenance Fund.
- C. Approval of the Updated City Council Strategic Plan (2026-2031).
- D. Approval of City Contract No. 2026-168 with Huitt Zollars for Professional Surveying & Engineering Services in the Design of the Pioneer Parkway 16-inch Water Main Project in an Amount Not to Exceed \$126,800. Funding is Budgeted & Available in the Water Fund.

This item was pulled from the Consent Agenda for further discussion. Mayor Rusing asked about the sewer main and if that is part of this project.

Capital Program Manager Tim Sherwood responded that there is no sewer in

that area.

MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE CITY CONTRACT NO. 2026-168; SECONDED BY MAYOR RUSING: PASSED (7 - 0)

- E. Approval of City Contract No. 2026-173 with Carollo for Wastewater Treatment System Capacity Evaluation in an Amount Not to Exceed \$125,020. Funding is Budgeted & Available in the Wastewater Fund.

8. REGULAR AGENDA

- A. Approval of Multiple Items Related to the City of Prescott's Lease of the Rodeo/Fairgrounds to Prescott Frontier Days, Inc. as Follows: 1) Adoption of Resolution No. 2026-1974 Regarding the Inapplicability of Resolution No. 2023-1861 to any Amendment to an Existing Lease of City-Owned Property (City Contract No. 2017-020) to Prescott Frontier Days, Inc., More Commonly Known as the Yavapai County Fairgrounds and/or Prescott Rodeo Grounds.; and 2) Adoption of Ordinance No. 2026-1934 Approving City Contract No. 2017-020A1, an Amendment to City Contract No. 2017-020 a Lease Agreement Between the City of Prescott and Prescott Frontier Days, Inc. for the Rodeo/Fairgrounds. City Attorney Joseph Young provided a presentation to the Council regarding the Rodeo Grounds Lease amendment with Prescott Frontier Days (PFD) for the Rodeo Grounds.

City Contract No. 2017-020 - Existing Agreement:

- * Approved July 12, 2016
- * Includes a 25-year term with a five-year extension
- * Requires PFD to manage the property, hold the World's Oldest Rodeo and perform other responsibilities related to the property and events
- * Does not include monetary rent
- * Was subject to negotiation given city's concerns with the gift clause (must be a benefit for the expense of city funds that is not disproportionate to any funds from the city)
- * Negotiations were suspended pending resolution of several other issues, including potential zoning changes and the creation of a Master Plan
- * With pending improvements needed and state appropriations, the parties have agreed to an amendment now, while continuing to address other issues following completion of the Master Plan

Mr. Young added that there are a number of other issues that both parties would like to see addressed, however, with the upcoming Master Plan it is appropriate to address the gift clause issues as a bridge for future new leases.

Resolution No. 2023-1974:

- * Based on citizen petition this lease was adopted, but was unclear on whether it would apply to amendments of the lease
- * The proposed resolution today will make that clear and amendments will not be governed by the previous

Lease Amendment Terms:

- * Paragraph 6 - amended to clarify that the city will be responsible for and in control of the Master Plan process
- * Paragraph 10 - clarifies that the city may invest in the property the \$15.33 million state appropriations
- * Rent Amount - in addition to property management responsibilities, PFD will pay \$2,500/mo. in rent and contribute at least \$150,000 per year to management costs of the grounds and events
- * Further negotiations - parties agree to negotiate a new lease within 90-days following Council's approval of the Master Plan

Mayor Rusing commented that she is glad this is being discussed and recognized that time is of the essence with the Rodeo coming up in July and the state funding for improvements. She reiterated that this is a temporary, bridge lease. She asked about the \$150,000 related to operation and management of events and if that was just a temporary item.

Mr. Young responded that it goes to management of the property and production of the events that are required under the lease and not capital improvements. And is an annual contribution.

Councilwoman Frederickson commented on the Resolution and this being a bridge amendment, noting that proposed Resolution addresses "any amendments" which concerns her because there aren't any guardrails or protections. She would be in support of a Resolution that specifies it is only for this amendment, and not all amendments.

Mr. Young responded that the guardrail is the Council, however, if a majority of the Council is not comfortable with that, the language could be modified to state that the Resolution only applies to this specific amendment.

Councilman Grady commented that he is happy to hear the negotiating team will be looking into a fair market value for this property, as he thinks that is important. He added that in the lease agreement itself, the word "annual" should be incorporated into the agreement related to the \$150,000 contribution.

Mr. Young said that could be included.

Councilman Ruby asked if there is a sunset provision in the amendment. He added that it costs \$2,500 to rent out the Hazeltine theater for a night, so this amount seems radically imbalanced with fair market value.

Mr. Young responded that there is not a sunset provision. However, there is a requirement that the lease will be renegotiated within 90-days of the approval of the Master Plan by the Council. It is not appropriate to continue on with violating the gift clause just because the city has been doing it for a long time, this amendment will address that issue. This amount is roughly proportional to the property given the constraints and use of the property, as well as the obligations to manage the property, but that is ultimately up to the Council.

Councilman Garing echoed Councilwoman Frederickson's comments regarding the Resolution only applying to this amendment, and added that he is worried about a sunset clause.

Mr. Young read from the section that addresses the requirement to renegotiate a lease within 90-days of the approval of the Master Plan by the City Council. The question of the gift clause is primarily whether there is a public purpose, an economic driver and a cultural/touchstone event, and it is up to the Council to determine whether they think it meets those qualifications. He believes it does, but that is up to the Council. This amendment gets the Council and city to the next step and gets the Master Plan completed.

City Manager Dallin Kimble added that the Master Planning process may lead to portions of the Rodeo/Fairgrounds being utilized for other purposes and that would impact the value and how much PFD will be managing. It would be unfair at this point to determine an amount at this time and have that be a long-term commitment.

Councilwoman Frederickson commented on her concerns regarding the sunset clause being too vague, and ensuring that this amendment could be revised at that time.

Mr. Young commented that PFD has already approved the draft, so if that change was made they would need to approve it.

Mr. Kimble added that this amendment is incrementally better than what we currently have and if this isn't approved it would revert to what the city currently has.

Councilman Gambogi commented that the Council had an E-Session on this topic, and he asked where these questions were during that meeting. He feels it is as if people are waiting for an audience. This is to allow a bridge to move forward and get the Master Plan done to negotiate a lease into the future.

Councilman Grady stated that he doesn't think the terms should be revised for a sunset clause. If people on this dais aren't motivated to get things done within their four-year term, then shame on them.

Mayor Pro Tem Fruhwirth echoed Councilman Grady's comments. If you look at the last page, it is very clear that a new lease will be negotiated within 90-days of the Master Plan. This protects the city and gives the right steps forward.

Member of the public Sue Manuel addressed the Council as a resident who lives adjacent to the Rodeo Grounds. She thinks the \$2,500/mo. is a complete joke. PFD has not paid anything since 2002, yet the UofA Extension pays \$30,000/year. It is time that PFD be treated like a real business. The disrepair of the property is because PFD has not invested as it is supposed to.

Member of the public Deborah Thalasis addressed the Council stating that the items in Exhibit B don't meet the \$4 million listed in the agreement. She doesn't

think this agreement is ready to go, and added that she went back and looked at the purchase documents, and there is nothing that guarantees the property will be used for the Rodeo. There is no management agreement with PFD and there should be.

Member of the public Bonnie McMinn addressed the Council regarding Resolution No. 2023-1861 to ensure transparency and public participation. This property belongs to the city, and if an amendment materially changes financial and public processes, the Resolution should apply. The words "temporary" and "bridge" are nowhere within the agreement, and there is no requirement for a new lease to be done. Instead of a sunset clause that says if you can't come to an agreement after 90-days the lease is terminated.

Member of the public Truly Bracken addressed the Council regarding the provision that allows PFD to move forward with improvements after the approval of the Master Plan, the Master Plan has been classified as just a "conceptual plan" and that nothing would proceed without the usual process. She discussed the environmental impacts of the Rodeo Grounds on the city's lakes which are already having to be remediate, which is a concern for her.

Member of the public Ralph Hess addressed the Council stating that the amendment puts forth critical changes to the existing lease which sets a precedent to just do another Resolution for any other amendment. Most of the members on this dais ran on public engagement and transparency but are circumventing Resolutions previously adopted by the Council. He encouraged a 60-day public comment period and two public hearings for any changes to the lease and reject the proposed Resolution.

Member of the public Howard Mechanic addressed the Council and stated that this does not address the gift clause, this is ridiculous. He believes this is unconstitutional and doesn't get the city off the hook; there should be an independent appraisal of the market value.

Mayor Rusing asked if there is no resolution on a new lease after 90-days would the old lease be in effect, making the city only responsible for what is underground.

Mr. Young responded that the \$15.3 million is subject to Council's approval on how it is used regardless of the lease.

Councilwoman Frederickson asked if staff had an explanation related to the \$4 million investment and the alleged discrepancy in the Amendment.

Mr. Young responded that the exhibit is just for a 5-year period, it doesn't capture the totality of their investments since the lease was entered into by PFD.

Mayor Pro Tem Fruhwirth reiterated that this is a bridge to a longer-term agreement, the city staff is working on the Master Plan and not the Council. She asked Deputy City Manager Michael Morris to review the comments received today. She added that the \$4 million didn't seem entirely accurate, but she

pointed out that over the years the contribution has been well beyond that, especially not having to have city staff out there regularly, etc. She believes the Council needs to get this amendment done and operate some of the most critical things, so safety issues can get addressed.

Councilman Ruby stated that, in his opinion, this looks like a subsidy. It is a small amount for what the value actually is. He also believes that there is a false sense of urgency related to it and feels the Master Plan should be in place before there is any lease amendment.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2026-1974 WITH THE ADDITION OF LANGUAGE NOTING THAT IT ONLY APPLIES TO CITY CONTRACT NO. 2017-020A1 & ORDINANCE NO. 2026-1934; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (5 - 2) COUNCILMAN GARING AND COUNCILMAN RUBY DISSENTING

- B. Approval of Multiple Contracts for Improvements at Prescott Rodeo Grounds as Follows: 1) City Contract No. 2026-149A1, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC in the Amount of \$1,548,680.68 Using City of Prescott Job Order Contracting for Improvements to the Arena Grandstand Bleachers, Arena Speaker System & Rodeo Drive Monument Landscaping; and 2) City Contract No. 2024-174A3, an Amendment to City Contract No. 2024-174 with HACI Services LLC for the Replacement of HVAC Units in the Amount of \$92,606.92 using 1GPA Contract 22-14PFV-02-E3. Funding is Available in the Grants Fund.

Deputy Recreation Services Director Tim Legler provided a presentation to the Council regarding the contracts for approval. He reviewed the work that will be done on the grandstands with the goal of a completion date prior to this year's Rodeo, the speakers are custom made for the Rodeo to address the sound issues, monument landscaping will be added with the Rodeo Statute that was formerly at the old city hall so it can be placed off of Rodeo drive, and finally, the HVAC replacements will replace five units that are at least 20 years or older.

Mayor Rusing asked about the seats and their width. She also asked about the statute at the old city hall and where it would be on the rodeo grounds.

Mr. Legler responded that the grandstand improvements will match what the seats currently are for depth and number, this is just an upgrade. He also reiterated the location for the statute will be off of Rodeo Drive where the two wood telephone poles are now.

Councilman Grady commented on the citizen inquiries about the number of seats. He asked who is working on the landscaping plans for the area surrounding the statue.

Mr. Legler responded that this phase will only refurbish the existing grandstands, no additional seats will be added at this time.

Deputy City Manager Michael Morris stated that the landscape plans for the monument statute were done by a professional landscape architect, then

reviewed and approved by city staff and PFD.

Councilwoman Frederickson asked about water features near or around the statute.

Mr. Legler responded that it will capture rainwater and allow it to appropriately flow and be controlled.

Councilman Garing asked if there is reason to believe that these improvements will impact runoff at the site.

Mr. Legler stated that the bleachers have no effect on runoff and the area around the statute will be an improvement.

Member of the public Sue Manuel addressed the Council and asked for confirmation on the grandstand number. She also asked about the speakers and how that will impact when people are called for outside the grandstands area. The Steering Committee didn't know about the placement of the statue.

Mr. Legler reiterated that the number will not be changing. The new speakers will be directed to make sure they are staying on the grounds themselves.

Member of the public Deborah Thalasis addressed the Council and also asked for confirmation regarding the seating, she wants to make sure that more seats aren't added because then there need to be more parking spaces. She asked if the roof runoff would be impacted by the installation of the new HVAC systems.

Member of the public Ralph Hess addressed the Council regarding the prior vote and whether the lease amendment was approved. The city is taking on improvements for which PFD would have been responsible under the previous lease. Committing to these obligations before the Master Plan is completed is an exercise in putting the cart before the horse.

Member of the public Howard Mechanic addressed the Council regarding pressure from the state to spend funds on Rodeo improvements. He asked whether the city even had the funds. These expenditures are premature.

Member of the public Truly Bracken addressed the Council regarding the master planning process and the potential to move the entrance of the Rodeo to Miller Valley, and would that then require the movement of the statute again. She added that the parking is currently inadequate. If a building permit is issued would parking also be looked at.

Member of the public Bonnie McMinn addressed the Council regarding an opportunity to look at the sequencing of planning, and she asked about ADA improvements being included in the contract. She thinks more detail is needed.

Mayor Rusing commented that the ADA question is a good one and asked staff to address it.

Mr. Legler responded that the seating is failing and falling apart, it is being replaced and the number of seats is not changing. He added that handrails will be conforming with current standards, but these improvements doesn't address the stairs specifically or other areas within the rodeo grounds.

PFD General Manager Jim Dewey-Brown again reiterated that no seats will be added, the rodeo is currently in compliance with ADA requirements and Section K has even been expanded by moving vendors back in order to create sufficient space. Also there are two lower-level ADA accessible boxes.

Mayor Pro Tem Fruhwirth addressed inquiries about landscaping which only speaks to the area around the monument and nowhere else. The Council has not made any decisions about the location of the entrance, no matter what the monument will be in a place that the Rodeo will control.

Mr. Morris stated that the Master Plan will look at future entrances, but that will not impact this placement.

Councilman Ruby commented that the Council should look at where this money came from, the previous administration had funding from COVID they didn't know what to do with. Full community input should be a part of this process. He doesn't think there should be such a sense of false urgency, it isn't as if the Rodeo won't go on without these improvements.

Mayor Pro Tem Fruhwirth read from the bill allocating the funds from the legislature. These improvements are part of the requirements for the disbursement of the funds. The city is just restoring the property to meet the intent of the bill. Much of the money will be part of the Master Plan, the most important of which is the underground utilities.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2026-149A1 AND CITY CONTRACT NO. 2024-174A3; SECONDED BY MAYOR RUSING: PASSED (6 - 1) COUNCILMAN RUBY DISSENTING

- C. **CONTINUED ITEM:** Discussion & Action Regarding Adoption of Retroactive Ordinance No. 2026-1935 Associated with a Citizen Petition Received by the Council at the December 9, 2025 Voting Meeting and Submitted by Charles K. Thomas; and Discussion Regarding Petitioner Request to be Satisfied by Separate Agreement between Petitioner HOA and Property Owner.

Recess at 4:56 p.m., reconvene at 5:15 p.m.

City Engineer Randy Perham provided a presentation to the Council regarding the continued item. There was an error on staff's part in not including an Ordinance in the original motion last year, which has been remedied with this item. He added that staff has been working with the petitioner and other impacted residents related to the abandonment of the easement to address the issues. The HOA asked for continuity of the ingress/egress in the area and stated that they would like to work privately with the property owner for a trail-to-trail easement. Staff has now been informed that the applicant is not comfortable with the ordinance moving forward, and based on this staff recommended that this item be tabled until both issues are satisfied. Finally, he clarified that there is

no legal or legitimate second driveway that has been stated by some parties.

MOTION BY MAYOR RUSING TO POSTPONE ADOPTION OF ORDINANCE NO. 2026-1935; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)

- D. **CONTINUED ITEM:** Approval of City Contract No. 2025-066A2, an Amendment to City Contract No. 2025-066 with Kimley-Horn and Associates, LLC, for Final Design Services for the Effluent & Wastewater Pipeline & SR89 Improvements Project. Funding is Budgeted & Available in the Wastewater and Street Funds, and the Final Dollar Amount will be Dependent Upon which Alternative Option is Selected by the Council.

Public Works Director Gwen Rowitsch provided a presentation to the Council regarding the contract amendment and project stating that this presentation is mostly in response to the questions and discussions from the February 10 meeting and so there will be new information.

Define the Problem - Utilities:

- * Failing effluent line - multiple documented breaks and emergency repairs are costly/disruptive
- * Additional sewer capacity is needed to complete centralization

Define the Problem - Roadway:

- * Roadway to be reconstructed due to utility project - 20-30 year lifecycle with routine maintenance
- * Roadway is expected to be at level of service F by 2030 - reduced lifecycle if removed and replaced in 2034
- * Portions of the roadway are narrow/construction constraints - road closures during construction (3.5-5 months) and ongoing traffic disruption for sewer maintenance

Additional Considerations:

- * Slip Lining Effluent Main
 - Reduces capacity
 - Condition of existing pipe will not support slip lining
 - Manholes needed every 500 ft to convert to gravity
 - Grade: converting from force to gravity
- * Peavine Trail
 - Land east of SR89 is private or protected Open Space (Prop484) - limited uses, utilities and recreation
 - Would require a force main (more expensive to operate) and lift stations
 - Inability to maintain equipment accessibility
 - Manholes needed
 - Approximately \$35 million not including a lift station
- * New North-South Route or "Expressway" from Zoo to SR89/Willow Lake Roundabout
 - Land east of Willow Creek Road is protected Open Space (limited uses, water supply and recreation)
 - Cost estimate approximately \$36-40 million (bridges, traffic control, 3-4 miles of additional roadway)
 - Some properties in this route are part of open space protected by Prop484

- Willow and Watson Lake are part of the Charter in the 1980s and protected so a roadway along that route would require a Charter amendment and vote of the public
- \$36-40 million estimated cost
- one low water crossing and two traffic lights

Capital Program Manager Tim Sherwood discussed the inconsistent slope of the trail which would effect gravity as well, and commented that the Peavine Trail is narrow, which would pose an issue. He added that there would also be a requirement for two roadway crossings needed for this infrastructure.

Councilman Ruby asked what the cost would be between the blue/yellow in the Peavine Map. He thanked staff for putting this together so the council and public can understand the options and their costs.

Ms. Rowitsch responded that it will be between \$25-35 million depending on the option selected by the Council. Staff has already built a significant amount of infrastructure in alignment with this project in mind and either of these options would be significantly more cost and require a ballot measure related to the open space.

Roundabouts versus Signals:

* Traffic Movement

- Roundabout: continuous flow in multiple directions under a yield condition
- Signal: stop/start, historic traffic delays and backups during peak times

* Speeds

- Roundabout: series of roundabouts promotes slower, more consistent speed
- Signals: higher speeds between signals; speed up to beat the yellow; hocking for position

* Turn Arounds

- Roundabout: multiple U-turns through the corridor
- Signals: completed under a yield condition or after stopping opposing traffic

* Accident Type & Severity

- Roundabout: more crashes but lower severity injury/fatality
- Signals: less crashes but higher severity injury/fatality

Additional Considerations:

* Widening (CMAR)

- Partnership: city, design team, construction team
- Provides guaranteed maximum price
- Advise on constructability and sequencing of schedule
- Determine means and methods of construction
- Identify alternative materials where applicable

* Non-Widening (Design, Bid, Build)

- Less collaboration needed: built per plans
- Low bid
- Contractor determines means and methods of construction

Mayor Pro Tem Fruhwirth asked how city staff would ensure that all lines are installed and graded properly regardless of how the project is done.

Mr. Sherwood responded that construction standards are much stricter than they used to be, there will be six staff members dedicated to looking at this and ensuring that everything is done properly. There also will be a full-time inspector assigned, one at minimum.

Mayor Rusing mentioned an engineer telling her that one lane could be open during construction.

Ms. Rowitsch responded that the city engineer, and multiple contractors believe after having looked at it multiple ways, that there is not a way to get one lane of traffic in while they are digging in the narrows. That will not be for the total construction, but while they are in that portion, which is estimated to be 3-5 months it will be closed. Staff understands the importance of keeping a lane open, but if it isn't safe and if a car cannot fit through there, it will not happen. The residents who live on either end will have access to their properties during the entire construction.

Councilman Garing stated that he didn't see a traffic management plan in any of the contracts. He also asked if replacement of the line is part of centralization.

Ms. Rowitsch responded that it would be part of the construction process and come through the contractor and determined at a later time. She confirmed it is part of centralization.

Mayor Rusing asked if any of the old trenches could be reused.

Ms. Rowitsch responded that a gravity main will be replaced and, on the west side of the road, the existing path will be used.

Councilwoman Frederickson asked about night-work in the area to allow for the road to not be closed during the project, which would alleviate the impact on the roadway.

Mr. Sherwood responded that nightwork is a possibility, but it will significantly impact the construction schedule and there are variables to consider and impact the people that live in the corridor.

Councilman Garing asked a number of questions regarding the Consent Order from ADEQ and whether this project does in fact relate to that order.

Ms. Rowitsch reviewed the centralization map and the overflow from 2023 in Granite Creek Park. There are a number of pieces related to that break. The Consent Order was issued when the pipe overflowed for failure to design a sewage collection system that prevents leaking. During storms there is infill into the system, and if the city only replaces that specific piece and doesn't upsize the other parts of the system, it is still in violation of the order because we are not addressing the root issue, which is capacity. It is part of the collection system

and if it isn't replaced the problem will just move somewhere else, all projects need to be completed to address the issue. She confirmed that the widening of the road has nothing to do with the pipes, but when considering expending this amount of money the Council needs to determine whether it makes sense to rip up the road, replace it and then redo it well under its new lifetime.

Councilman Garing continued that he is amazed at the work that was done to address the breaks and damage that has happened before, which makes him wonder why the effluent main needs to be replaced at this point. He commented that there needs to be a Prop401 analysis regarding centralization.

Utilities Manager Steven Olfers responded that the issue is not within the pipe, it is outside the pipe, and that is where the failures are occurring.

City Attorney Joseph Young responded that effluent replacement does not trigger Prop401, and the upsizing applies to the Consent Order, so it is exempt. The Prop401 analysis as it relates to this part doesn't apply. This is a project with three separate elements, and each independently doesn't trigger Prop401.

Mayor Rusing stated that if this project is going to be \$100 million plus, it needs to be seriously looked at.

Mr. Young added that replacing a pipe is exempt from Prop401, but the increased cost of a bigger pipe would be applicable. But, again, not the entire project cost.

Councilman Garing stated that planning, design and five-year costs should also be included.

Mr. Young confirmed, further he said that road widening is not part of the centralization question.

Ms. Rowitsch continued the presentation regarding the roadway implications and introduced Traffic Engineer Ian Mattingly.

Yavapai Plan/CYMPO:

- * 2045 Regional Transportation Plan - identified Level of Service (LOS) F by 2030; high priority project (traffic modeling and capacity analysis-based criteria)
- * Move2050 - at or over capacity, medium priority project (performance-based criteria and year based on administrative programming placeholder), not a traffic capacity date or when LOS reaches F
- * Key point - the traffic need did not change, the scoring formula did
- * All signs show the road will fail (the level of service), the best guess based on data is that it will fail in 2030

Traffic Data Collection & Modeling:

- * Traffic counts were collected in 2023 and 2025 and match closely with ADOT and city annual traffic data allowing limited study collection days to be utilized with confidence
- * Origin and destination model volumes were compared to real-world counts and

were nearly identical, further verifying data

- * Advanced VISSIM modeling was used with 100 total simulation runs covering AM/PM peak periods and multiple future scenarios

- * Traffic model was calibrated to meet Federal Highway Administration standards

- * CYMPO Regional Transportation Plans performed by Jacobs, AECOM and Kimley-Horn all predict the same LOS for the 2-lane roadway option; widening to four-lanes restores to LOS C until 2051

Councilman Ruby asked if other traffic outside this corridor would help to maintain the LOS through this area of Hwy89.

Mr. Mattingly responded that any alternative would have to address the corridor because it all impacts each other. He also stated that the level of service is different based on the time of day.

Mayor Rusing asked about the comment cards that were received during the open houses. She was hoping to see some details regarding that, but did not.

Ms. Rowitsch responded that the information was on the website, and the design advisory committee recommendations have been posted as well. 1,300 responses were received and overwhelmingly against widening.

She continued with a review of the development in the northern portion of Prescott:

- * Deep Well Ranch - 10,500 dwelling units

- * Arizona Eco Development - 3,600 units (3,400 residential, 200 resort)

- * Granite Dells Estates - 1,754 units

- * Permits Remaining - 13,986

Councilman Grady asked for projections of the commercial growth and what those impacts might be on traffic.

Ms. Rowitsch responded that there are areas zoned for commercial, however, until the developer shares that information specifically, staff cannot project those impacts.

Councilman Gambogi discussed the study which showed how many cars travel down that corridor every day and how many of them are coming into work. Of the 22,000, that is 9,000. Fry's isn't going to offset all those vehicles.

Ms. Rowitsch continued with a review of the total project cost estimates for each alternative option as well as funding sources. Without widening, any of the #2 alternative options, the city would not be able to use growth funding to cover costs. Additionally, she reviewed potential inflation costs differentials.

Mayor Pro Tem Fruhwirth thanked the public, city staff and everyone that has been involved in this over the years that this has been a concept. She has been consistent in saying that it is not a question of if we will need to widen but when and how. Economic development will happen in the north but people are still going to be traveling south, and it is the Council's responsibility to determine how

they are going to deal with this. The Council needs to invest in infrastructure and public service, what is best for the long-term health and vibrancy of this town and can't look at these numbers and say it is a situation that they won't have to deal with. We need more road capacity. She supports Alternative 3B right now, but asked staff to seriously reconsider the two additional roundabouts.

Member of the public Terry Sapio addressed the Council and stated that this is a historic vote about years of work. The rocks will still be beautiful even if you shave a few feet off to fix the issues. Sometimes you have to do something that you don't want to do, but it is the right thing and consider what is best for the future of the community.

Member of the public Carter LeBarge addressed the Council regarding staff's comments that the number one priority is the effluent pipe. What is done with the roadway is a community decision and the staff will support that decision. This is a misplaced priority. He encouraged Council to select option 2C.

Member of the public Erik Ludwig addressed the Council stating that money is not the most important thing. He added that there is no truck apron on the proposed roundabouts. It is not in the contractors' best interest to recommend the best plan but rather the most complicated one. He encouraged the Council to select the affordable plan.

Member of the public Larry Gray addressed the Council as Committee Chair for Southview FireWise. Citizens do not want to face what Paradise California did. Having the roadway closed down is dangerous and he encouraged the Council to vote yes on widening because it is common sense.

Member of the public Ken Fidyk addressed the Council regarding them representing the public well. This is a strategic business decision. It is extremely important that at least five vote for the same alternative, otherwise the community won't have faith in them moving forward. He added that the Council went into the weeds today for way too long.

Member of the public Anne Moore addressed the Council regarding being in favor of widening the road and getting everything necessary done at once. She loves the rocks too, but she doesn't hike on the road.

Member of the public Perry Haddon addressed the Council as a former Councilmember who served more than 45 years ago. He stated that he remembers when a portion of Willow Creek Road was dirt road. The Council will either be proud of the decision that they made today in the future or regret it.

Member of the public Steve Sischka addressed the Council and echoed Mayor Pro Tem Fruhwirth's comments and asked that the Council not let political expediency take the place of common sense.

Member of public Deborah Thalasis addressed the Council regarding the fact that Council and staff sit on the CYMPO Board yet they have had no control over whether this project is high priority which she finds curious. She added that she

does not feel this project is related to the Consent Order, and is concerned regarding how the city will pay for this. This is all about future growth.

Member of the public Bonnie McMinn addressed the Council regarding how difficult this decision is because it touches community values and community will. The community overwhelmingly does not support widening. Growth should pay for growth and she encouraged the Council to complete the utility work and do more analysis related to the traffic and determine when widening is really required.

Member of the public Walter Kosar addressed the Council not as a resident of Prescott but a person who uses Hwy89 regularly. This is a big decision and project, and regardless of the option selected, it will be a big mess, so it is important to do it right and do it once. He echoed comments about needing to be fire wise and ready for evacuations.

Member of the public Michael Coffey addressed the Council as a resident of the narrows stating that he slept through the nightwork done there years ago. This would be an easy decision if the Council knew with 100% certainty that they needed to widen now, but there are some inconvenient truths that show they do not.

Member of the public Damon Myers addressed the Council as a long-time resident of Prescott who has lived in the Dells for 10-years. This project will be disruptive regardless of the option selected, and he added that the proposed cost differences don't make sense to him. If widening does happen there needs to be full transparency related to that. He feels Kimley-Horn's analysis is incomplete.

Member of the public Rod Moyer addressed the Council and stated that this needs to get done tonight. He added that one of the roundabouts will fail long before the road itself, so it would make sense to fix that with the money for widening.

Member of the public Lucy Mason addressed the Council and stated that as a former Council member she can appreciate their position. This has been discussed for so long and a vote needs to happen tonight. This community will not decrease in growth, use of highway 89 will not decrease and costs will not go down. She encouraged the Council to listen to Mayor Pro Tem Fruhwirth, and encouraged the Council to widen Hwy89 now.

Member of the public Truly Bracken addressed the Council stating that others like Mr. Moyer and Ms. McMinn speak for her and she echoes their comments. She added that the centralization project as a whole will not be completed by July 1, 2027, C3 has to be completed by that time and take the increased sewage to capacity through Prescott Lakes Parkway so she doesn't believe the city is under the gun for timing.

Member of the public Stacey Brown addressed the Council regarding how hard governing is. The problem around the utility repair has to be done, but as it

comes to the widening she doesn't feel that there is a clear recommendation. She thinks there needs to be a cash flow analysis and how funding would happen today.

Member of the public Jeff Meyer addressed the Council as a retired geologist. He stated that keeping this area intact is important, but the Dells are in the way of progress. There are good reasons to improve the road, but the Council needs to look at how it will be perceived in a generation or two.

Member of the public Michael Marchand addressed the Council regarding the traffic data studies, and what he believes to be unreliable and inaccurate data that was just averaged by Kimley-Horn. The level of engineering rigor is unacceptable.

Member of the public Katherine Wyly addressed the Council as a resident along the corridor. While there are no driveways in or out of the narrows, to widen it would be like putting Los Angeles at our front door. She appreciated comments about roundabouts and stated that she would prefer a traffic signal somewhere in the corridor. While improvements are needed she thinks less is more. She is in favor of Alternative 2C, and echoed comments that not enough research and planning went into these proposals.

Member of the public Tana Karen addressed the Council regarding the one-month traffic stakeout along the corridor that she did in September-October 2025 and stated that the traffic numbers presented by Kimley-Horn are not reflective of what she witnessed. Their study should be discounted.

Member of the public Tony Hamer addressed the Council stating that this is not an easy decision, it is life-changing for the community. Probabilistic decision-making would be beneficial in situations like these. Arizona is rated in top five states for teen driving deaths per capita, and the probability on unimproved roads is higher. The Council has stated that public safety is their highest priority.

Mayor Rusing stated that this is an easy decision for her. The people of Prescott have spoken, and they don't want to bend the knee to the developers. This community has had a bad run, and this historic scenic road is a gateway to the community, but there has never been a problem getting through. She supports Alternative 2C, with no widening.

Councilman Ruby commented that the problem is how to get from point A to point B as easily as possible. He doesn't really see a solution for that. This is a big travel thoroughfare, but it is also a residential area. The Council has to consider what is actually realistic and possible to get people from North Prescott to South Prescott efficiently. He also thinks it is important to respect what the majority of people want.

Councilwoman Frederickson stated that she supports Alternative 2C, it is important to respect the people who have widely said they don't want widening through the Dells. She stated that she isn't convinced by the data that has been provided.

Councilman Grady commented that he has been following this project for quite some time. There are facts, there are projections and there are community values. Widening through this area will impact this scenic area and he is in favor of 2C to preserve one of the most scenic drives in Arizona.

Councilman Garing agrees with Frederickson and Grady.

Councilman Gambogi stated that this is theater, people are agreeing to decisions to avoid conflict. If this Council were actually good stewards of city finance, they would take into consideration that if they spent \$35 million now, we would be good for 20-30 years, but if we just fixed the pipes, we'll be back to discussing the road again by 2030-2034. When people reject the analysis of expertise, that isn't a conversation.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2025-066A2 WITH ALTERNATIVE #3B; SECONDED BY MAYOR PRO TEM FRUHWIRTH: FAILED (2 - 5) MAYOR RUSING, COUNCILWOMAN FREDERICKSON, COUNCILMAN GARING, COUNCILMAN GRADY AND COUNCILMAN RUBY DISSENTING

MOTION BY MAYOR RUSING TO APPROVE CITY CONTRACT NO. 2025-066A2 WITH ALTERNATIVE #2C; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING

9. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 8:16 p.m.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on February 24, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Fire Department
ITEM #: 9.B
SUBJECT: Approval of Acceptance of Three (3) Grants from the Arizona Department of Homeland Security - State Homeland Security Grant Program to Obtain an Advanced HAZMAT Substance Detector, HAZMAT Meter & Approval of City Purchase Order No. 2260523 with FarrWest Environmental Supply in the Amount of \$68,312.50.

ITEM SUMMARY

This item is for approval of acceptance of three grants from the Arizona Department of Homeland Security, through the State Homeland Security Grant Program (SHSGP), has awarded funding to the City of Prescott Fire Department for the purchase of an Advanced HAZMAT Substance Detector (HAZMAT meter). This equipment will provide real-time identification of hazardous substances, enhancing the HAZMAT Team's ability to respond quickly and effectively. The addition of this technology will improve situational awareness, safeguard personnel, and strengthen the department's overall response capabilities.

BACKGROUND

The Prescott Fire Department HAZMAT Team regularly responds to incidents involving unknown or dangerous substances that pose risks to both the community and emergency personnel. Rapid and accurate detection is critical in these situations to guide safe and effective response actions. The Advanced HAZMAT Substance Detector directly addresses this need by providing timely and precise data on chemical, biological, radiological, and other hazardous materials. The SHSGP grant funding ensures the department can acquire this essential piece of equipment without impacting the City's general fund, keeping first responders better protected while supporting regional preparedness efforts.

FINANCIAL IMPACT

Funding is budgeted and available in the Prescott Fire Department FY26 Grant and General Fund Budget.

As part of the grant reallocation process, the Arizona Department of Homeland Security was able to reallocate remaining grant funds from FFY 2022, FFY 2023, and FFY 2024 as detailed below:

- FFY 2022: \$10,718.00
- FFY 2023: \$44,408.00
- FFY 2024: \$11,129.00

This results in a total reallocation of \$66,225.00 and leaves a remaining balance of \$1,493.00, which we have agreed to cover to support adaptability in utilizing prior year grant allocations and ensure those funds are not forfeited.

In addition, since submitting the Grant, the sales tax rate increased to 9.3%, resulting in an additional cost of \$594.50.

The total fiscal impact is \$2,087.50 for the purchase of the \$68,312.50 hazmat gas identification meter.

RECOMMENDED ACTION

MOVE to approve acceptance of grants and equipment purchase

ATTACHMENTS

1. 220512-01_Prescott FD_Reallocation_Award Letter
2. 230510-01_Prescott FD_Reallocation_Award Letter
3. 240509-01_Prescott FD_Reallocation_Award Letter
4. 220512-01_Prescott FD_Reallocation_SRA
5. 230510-01_Prescott FD_Reallocation_SRA
6. 240509-01_Prescott FD_Reallocation_SRA
7. PO2260523
8. EST#22385

March 2, 2026

Fire Chief Holger Durre
Prescott Fire Department
201 N. Montezuma St. Suite 216
Prescott, AZ 86301-3010

Subject: FFY 2022 Homeland Security Grant Program Award - REALLOCATION

Subrecipient Agreement Number: 220512-01

Project Title: Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT

Dear Fire Chief Holger Durre,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" has been partially funded under the 2022 State Homeland Security Grant Program for **\$10,718**. The grant performance period is **March 2, 2026 to July 31, 2026**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of \$26,482,500.00 . The Federal Award Identification Number is EMW-2022-SS-00010-S01.

To establish acceptance of the award, please follow these instructions:

The following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before May 31, 2026 this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **March 2, 2026**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your State Homeland Security Grant Program award.

Sincerely,



Kim O'Connor
Director

March 2, 2026

Fire Chief Holger Durre
Prescott Fire Department
201 N. Montezuma St. Suite 216
Prescott, AZ 86301-3010

Subject: FFY 2023 Homeland Security Grant Program Award - REALLOCATION

Subrecipient Agreement Number: 230510-01

Project Title: Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT

Dear Fire Chief Holger Durre,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" has been **partially funded** under the 2023 State Homeland Security Grant Program for **\$44,408**. The grant performance period is **March 2, 2026 to July 31, 2026**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2023 federal award date as indicated in the U.S. DHS award package is 9/01/2023 with a total amount of funding of \$25,997,500.00. The Federal Award Identification Number is EMW-2023-SS-00018-S01.

To establish acceptance of the award, please follow these instructions. The following action items must be completed, signed and returned to AZDOHS.

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before May 31, 2026 this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **March 2, 2026**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your State Homeland Security Grant Program award.

Sincerely,



Kim O'Connor
Director

March 2, 2026

Fire Chief Holger Durre
Prescott Fire Department
201 N. Montezuma St. Suite 216
Prescott, AZ 86301-3010

Subject: FFY 2024 Homeland Security Grant Program Award -REALLOCATION

Subrecipient Agreement Number: 240509-01

Project Title: Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT

Dear Fire Chief Holger Durre,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" has been **partially funded** under the 2024 State Homeland Security Grant Program for **\$11,129**. The grant performance period is **March 2, 2026 to February 28, 2027**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2024 federal award date as indicated in the U.S. DHS award package is 9/19/2024 with a total amount of funding of \$23,885,198.00. The Federal Award Identification Number is EMW-2024-SS-05080.

To establish acceptance of the award, please follow these instructions. The following action items must be completed, signed and returned to AZDOHS.

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before May 31, 2026 this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **March 2, 2026**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Kim O'Connor
Director

SUBRECIPIENT AGREEMENT - REALLOCATION

22-AZDOHS-HSGP-220512-01

Between

The Arizona Department of Homeland Security

And

Prescott Fire Department (UEI: RV8GLV5CZ8H5)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **March 2, 2026** and shall terminate on **July 31, 2026**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" and funded at **\$10,718** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$10,718** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted.** Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation->

[ehp](#). Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

“Nonexpendable Property/Equipment” is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a “Capital Asset” is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45

calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at [Paragraph 12](#).
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or

supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
- Financial Management
 - Procurement
 - Personnel
 - Property
 - Travel
- To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.
24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient

must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);

- c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. Intellectual Property Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. Activities Conducted Abroad Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. Federal Debt Status Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).

29. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. Compliance with Certain Federal Statutes, Regulations, and Requirements

- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
- b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
- c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1 (https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

- o. If Subrecipient collects Personally Identifiable Information (“PII”), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).
 - p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
 - q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
 - r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
 - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
 - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- 31. Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

- 42. Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to 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, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

- 43. Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
- 44. Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
- 45. Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. Notices All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 W. Jackson St. #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter Agency Name Above

Arizona Department of Homeland Security

Authorized Signature Above

Print Name & Title Above

Susan Dzbanko, Deputy Director

Enter Date Above

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT - REALLOCATION

23-AZDOHS-HSGP-230510-01

Between

The Arizona Department of Homeland Security

And

Prescott Fire Department (UEI: RV8GLV5CZ8H5)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **March 2, 2026** and shall terminate on **July 31, 2026**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" and funded at **\$44,408** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$44,408** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

“Nonexpendable Property/Equipment” is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a “Capital Asset” is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).

20. Nonsupplanting Agreement Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
 - Financial Management
 - Procurement
 - Personnel
 - Property
 - Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
 - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
 - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);

- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.
27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
 - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
 - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1 (https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS’ payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to 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, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 W. Jackson #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter Agency Name Above

Arizona Department of Homeland Security

Authorized Signature Above

Print Name & Title Above

Susan Dzbanko, Deputy Director

Enter Date Above

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT - REALLOCATION

24-AZDOHS-HSGP-240509-01

Between

The Arizona Department of Homeland Security

And

Prescott Fire Department (UEI: RV8GLV5CZ8H5)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **March 2, 2026** and shall terminate on **February 28, 2027**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Enhancing Hazardous Chemical Threat Response: Acquisition of Advanced HAZMAT Substance Detectors for PFD/PAHMRT**" and funded at **\$11,129** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$11,129** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final

[Amendment GPD final 508.pdf](#) and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

“Nonexpendable Property/Equipment” is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a “Capital Asset” is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
16. **Audit/Monitoring**
- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
 - b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
 - c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

- 24. Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
- 25. Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
 - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
 - d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
 - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
 - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
 - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.
- 26. Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
 - a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
 - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
 - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
 - d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
 - e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

- seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
 - g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
 - h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
 - i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
 - j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
 - k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
 - l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
 - m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
 - n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
 - o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
 - q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
 - r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
 - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
 - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
 - u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- 31. Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to 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, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Mailing Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter Agency Name Above

Arizona Department of Homeland Security

Authorized Signature Above

Susan Dzbanko, Deputy Director

Print Name & Title Above

Enter Date Above

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Purchase Order

Fiscal Year 2026

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Bill To BILLTO
City of Prescott
201 N. Montezuma Street, Ste 224
Prescott, AZ 86301

Ship To 201NM
CITY HALL
CITY OF PRESCOTT
201 N MONTEZUMA STREET
PRESCOTT, AZ 86301

Purchase Order Number **02260523**
Purchase Order Date **03/04/2026**
Department **FIRE**

The Above Purchase Order Number Must Appear On all Correspondence - Packing Sheets And Bills Of Lading

Vendor 6097
FARRWEST ENVIRONMENTAL SUPPLY INC
DEPT 301 PO BOX 4346
HOUSTON - SUBURBAN, TX 77210

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		6097	1260612	

NOTES

FARRWEST HAZMAT METER- PROJECT 25612

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FARRWEST Estimate# 22385- \$68,312.50 *Project 25612* Under Cooperative *XIR-R-11-0-0-03-01: XplorIR (Red), Handheld FTIR System for identification of gas and vapors. Includes: Quant Package, one (1) year warranty and support with loaner. *FW-SAMPL-08: FARRWEST TRAINING GL #: 2505010 - 8220 - 25612	1.0000	EACH	\$68,312.5000	\$68,312.50

Approver Name: Sarah Siep

Approval Date: 03/04/2026

Total Ext. Price \$68,312.50

Purchase Order Total \$68,312.50

Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's solicitation; the City's solicitation; and the Contractor's response to the solicitation.

Overages/Underages: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

Schedule: Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of the anticipated delay.

Payment: Invoices will be paid according to early payment discount terms or thirty (30) days after the City's receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items.

Warranties: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

EEO/Discrimination: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Proprietary/Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation (Industrial Insurance) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

Adjustments: The City's Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Waiver: The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

Applicable Law: This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.

Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Gratuities: The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

Termination: For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

Major Emergencies or Disasters: The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

Contractor Immigration Warranty: The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, Employment of Aliens on Public Works Prohibited, and A.R.S. §34-302, as amended, Residence Requirements for Employees. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (Subcontractors) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter Contractor Immigration Warranty). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Estimate



Date	Estimate #
2/25/2026	22385

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF PRESCOTT FIRE DEPARTMENT
BRENNAN JOHNSTONE
201 N MONTEZUMA ST.
PRESCOTT, AZ 86301

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
XIR-R-11-0-0-03-01	XplorIR (Red), Handheld FTIR system for identification of gas and vapors. Includes: Quant Package, one (1) year warranty and support with loaner.	1	62,500.00	62,500.00T
FW-SAMPL-08	FARRWEST TRAINING - Chemical Sampling Class (Initial Training Day included with unit purchase) Sampling class covering FT-IR and how to use these technologies in conjunction with other sampling techniques such as IMS, Colorimetrics & gas detection and how to use these technologies in conjunction with one another. Includes proper unit Operation and User Maintenance. 1 Day, 8 Hour class. (Additional days available @ \$1850 ea.)	1	0.00	0.00T

Subtotal		\$62,500.00
Sales Tax (9.3%)		\$5,812.50
Total		\$68,312.50

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Public Works
ITEM #: 9.C
SUBJECT: Approval of City Contract No. 2026-156 with AECOM Technical Services, Inc. for Engineering Services for the Prescott Lakes Parkway Bridge Report.

ITEM SUMMARY

This item is to approve City Contract No. 2026-156 with AECOM Technical Services, Inc. for Engineering Services for the Prescott Lakes Parkway Bridge Report in the amount of \$165,361.00. The location of the project is shown on the attached vicinity map.

BACKGROUND

The City of Prescott had previously obtained a Bridge Observation Report for the Prescott Lakes Parkway Bridge over Granite Creek from AECOM Technical Services, Inc. The report observed several repairs needed on the Bridge. Repairs identified in the report included the expansion joints at each end at the bridge abutments needing replacement, some spalled concrete at traffic barriers, and sidewalk cover plates that need to be re-anchored.

During a site visit by staff to assess the Prescott Lakes Parkway Bridge and see if items in the report had been repaired. City Staff noticed there was some settling of the Bridge Abutments. The City reached out to AECOM for an updated report to assess the new issues found. AECOM will serve as the City's prime consultant and provide contract administration and technical services. The project will include a detailed topographic survey of the roadway and bridge approaches, a geotechnical investigation consisting of soil borings (50 feet below grade or auger refusal) and laboratory testing to determine subsurface conditions and the cause of settlement, and the development of repair alternatives. Using the survey and geotechnical data, AECOM will evaluate two roadway and bridge repair alternatives to improve pavement performance, correct drainage issues, and address bridge approach and abutment-related concerns. Preliminary quantities and cost estimates will be prepared, and a preferred alternative will be recommended. The project also includes coordination meetings with City staff and standard contract administration.

Deliverables will include draft, pre-final, and final Alternatives Evaluation Reports, incorporating a Geotechnical Investigation Report, prepared and sealed by a Professional Civil Engineer registered in the State of Arizona.

FINANCIAL IMPACT

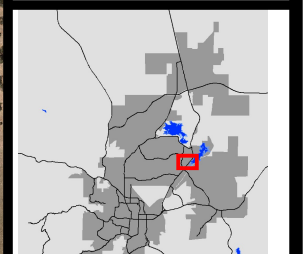
Funding for this contract is budgeted in fiscal year 2026 in the Streets Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-156

ATTACHMENTS

1. Site Map_ Prescott Lakes Pkwy Bridge Report
2. Contract 2026-156-PLP-BridgeReport



Prescott Lakes Parkway Bridge Report AECOM

This map is a product of
The City of Prescott





PROFESSIONAL SERVICES AGREEMENT/CONTRACT

Prescott Lakes Parkway Bridge Report

Contract No. 2026-156

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS AECOM Technical Services, Inc. (hereinafter referred to as “Professional”), has proficiency in providing bridge inspection services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, 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. SCOPE OF WORK

- A. That Professional shall provide the services to the City in relation to the Prescott Lakes Parkway bridge inspection services project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of March 10, 2026), and as requested by the City Public Works Director (hereinafter referred to as “Director”).
- B. In addition to those services identified in Paragraph A above, the Professional shall also perform all subordinate tasks specifically referenced in Paragraph A, and necessary for the full and effective performance of the tasks specifically referenced.
- C. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
- D. All services identified in Paragraphs A and B above shall be completed in accordance with generally accepted industry and professional standards stated in 5.2 herein, to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.

2. TERM OF AGREEMENT

The initial term of the Agreement shall be for a period of one (1) year, commencing on a fully executed contract.

3. COMPENSATION

- A. The City shall pay to Professional a total sum of One Hundred Sixty-Five Thousand, Three Hundred Sixty-One Dollars and Zero Cents (\$165,361.00) for all services specified in the Professionals project schedule of this Agreement, as specified in Exhibit "A".
- B. The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.
- C. Payment of the total amount provided for under this agreement/contract shall not relieve Professional of its obligation to complete the performance of all those services specified in the Scope of Work. Should the City request in writing additional services beyond that specified in the Scope of Work, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".
- D. Prior to the final payment to the Professional, the City shall deduct therefrom any and all license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information required by the City to determine the total amount(s) due.
- E. The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

4. CONTRACT CONDITIONS

4.1. TERMINATION

Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

4.2. INCORPORATION OF EXHIBITS

It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

4.3. CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City 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 Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City 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 from any other party to the Agreement arising as a result of this Agreement.

4.4. NOTIFICATIONS

Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	AECOM Technical Services, Inc.
201 N. Montezuma Street	7720 N. 16th Street, Suite #100
Prescott, AZ 86301	Phoenix, Arizona 85020
contracts@prescott-az.gov	russ.stuart@aecom.com

4.5. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it 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, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

4.6. ASSIGNMENT

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

4.7. AMBIGUITY

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 negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

4.8. INTELLECTUAL PROPERTY

All services/work products of the Professional for this Project are instruments of service for this Project only and upon payment of all sums due to Professional, shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.

4.9. DISPUTE RESOLUTION

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 Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement

4.10. ATTORNEYS' FEES

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 attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

4.11. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

4.12. SEVERABILITY

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.

4.13. INDEMNIFICATION

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and authorized agents, from claims, liabilities, expenses or lawsuits to the extent caused by the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional 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 Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

4.14. MODIFICATIONS AND WAIVERS

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 modification shall be introduced in any proceeding.

4.15. DISCREPANCY

In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

4.16. NON-APPROPRIATION OF FUNDS

Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated

by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

5. GENERAL PROVISIONS

5.1. CHANGES IN SERVICES/WORK

- A. The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
- B. Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
- C. In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- D. Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
- E. Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Division, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- F. If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

5.2. PROFESSIONAL RESPONSIBILITY

Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

5.3. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

6. FEDERAL AND STATE LAWS

6.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

6.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act; and, Arizona Governor Executive Orders 99-4, 2000-4, 2009-09, as may be amended from time-to-time.

6.3. ARIZONA LAWS

This Agreement shall be construed under the laws of the State of Arizona.

6.4. PROFESSIONAL IMMIGRATION WARRANTY

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professionals agree to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract the Professional enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

6.5. ISRAEL

Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

6.6. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION

Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

- A. The forced labor of ethnic Uyghurs in the People’s Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- C. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- D. If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

6.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

Contracting with small and minority firms, women’s business enterprise and labor surplus area firms:

- A. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps shall include:
 - 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
 - 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. INSURANCE REQUIREMENTS

7.1. INSURANCE LIMIT REQUIREMENTS

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$2,000,000 (if applicable)
- Personal and Advertising Injury \$1,000,000 (if applicable)
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$100,000 (if applicable)

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 Professional.”

Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time services/work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Business Automobile Liability (if applicable) 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

7.2. WORKERS' COMPENSATION

Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

7.3. ADDITIONAL INSURANCE REQUIREMENTS

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

- A. On insurance policies where the City of Prescott is named as an additional insured, nothing contained in the insurance requirements of this Agreement, or any Contract Documents is to be construed as limiting the liability of the Professional or the liability of any subcontractor of any tier, or either of their respective insurance carriers.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott, AZ 86301**

- B. The Contractor's insurance coverage that offers additional insured status, shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. CONTRACTOR will not release its insurance policies however, AECOM will, if under necessary circumstances, may make the policies available for review, in redaction form, on AECOM's premises with sufficient advance notice.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

7.4. NOTICE OF CANCELLATION

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

7.5. 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. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

7.6. VERIFICATION OF COVERAGE

Professional 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. Please note the contract number on the Certificate.

DATED: _____ day of _____, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

AECOM Technical Services, Inc.

City of Prescott, a municipal corporation:

AUTHORIZED SIGNATURE (FULL NAME)

CATHEY RUSING, MAYOR

DATE SIGNED

DATE SIGNED

TITLE

EMAIL

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, CITY CLERK

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

DATE SIGNED

Exhibit A

**Prescott Lakes Parkway Bridge Scope & Fee_01-22-
2026**



AECOM
7720 North 16th Street
Suite 100
Phoenix, AZ 85020
aecom.com

Jan 22, 2026

Randy Perham, P.E., CFM
Deputy Public Works Director/City Engineer
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

**Cost Proposal for Engineering Services
Prescott Lakes Parkway Pavement Repairs Scoping**

Dear Mr. Perham,

AECOM Technical Services, Inc. (AECOM) is pleased to submit our Cost Proposal and Scope of Work to the City of Prescott, to provide engineering services for repairing pavement on Prescott Lakes Parkway near the Granite Creek Bridge. Our total fee to perform these services is \$165,361 which shall be paid on a Lump Sum basis per the attached Cost Proposal and Scope of Work.

The cost estimates included in this proposal are valid for three months from the date of submittal.

We appreciate the opportunity to submit this proposal for engineering services and are prepared to begin work on this project. If you have any questions or require any additional information, please contact me at 602-648-2458 or email at russ.stuart@aecom.com.

Kind regards,

Russ Stuart, PE
Project Manager
AECOM

Jennifer Bixby, PE
Vice President
AECOM

enclosures: Cost Proposal

PRESCOTT LAKES PARKWAY PAVEMENT REPAIR SCOPING CITY OF PRESCOTT SCOPE OF SERVICES

DESCRIPTION OF THE PROJECT

Prescott Lakes Parkway is a four-lane divided roadway located in Prescott, Arizona, Yavapai County. The parkway was constructed in 2001 as a connector road between SR 69 and SR 89. At its north end near the SR 89 connection, the parkway crosses over Granite Creek on a 5-span bridge.

Behind the east bridge abutment, soil placed during original construction has consolidated, and the resulting settlement has caused an unintended depression and significant bump in the roadway surface. Settlement is worst at the southeast corner of the bridge. Asphalt pavement beyond the end of the bridge approach slab is significantly cracked and storm water runoff is not draining into the roadside scupper as intended. The City is seeking alternative repair solutions.

AECOM Technical Services, Inc. (AECOM) will be the prime consultant for this project. Our involvement will include overall contract administration as well as performing most of the work. The following scope of work is the basis for the derivation of the cost proposal for work to be performed by AECOM and its subconsultants.

TASK 100: TOPOGRAPHIC SURVEY

Prior to any field work, AECOM will research local benchmarks from which horizontal and vertical control can be established.

In the field, AECOM will collect survey data along lane lines, curb lines, and gutter lines. Starting at bridge expansion joints and going eastward in the direction of the roadway, shots will be collected in 10-foot increments for a distance of 200 feet. From the same expansion joint and going westward onto the bridge, shots will be taken in 20-foot increments for a total distance of 100 feet to establish existing bridge slope. Additional shots will be collected at scupper and catch basin locations.

Collected data will be processed and a CAD base map created.

TASK 110: GEOTECHNICAL INVESTIGATION

AECOM will conduct a geotechnical investigation to obtain information on the subsurface conditions below the pavement at the east bridge abutment. The geotechnical investigation will generally include subsurface soil borings and associated laboratory testing. AECOM will prepare a Geotechnical Investigation Report that summarizes the data collected and opine on the cause of the distress at the southeast bridge abutment.

Data Collection, Permits, Utilities

AECOM will initiate the project by reviewing the existing readily available information for the site including aerial photographs, groundwater data, topographic maps, soil surveys, and geologic literature for the project area.

AECOM will perform a site visit to observe the geologic conditions and mark proposed boring locations. The borehole location will be cleared for utility conflicts by filling a ticket with Arizona 811 and a private utility location, performed by a subsurface utility surveying subcontractor, using geophysical methods prior to drilling.

AECOM plans to obtain permits/permissions as follows:

- AECOM will submit a completed application to obtain a City of Prescott Right-of-Way Permit for the proposed borings. We assume the fees for this permit will be waived.

Geotechnical Field Exploration

AECOM assumes that all exploration locations are accessible to truck-mounted drilling equipment. We have assumed the field exploration will be performed at a time of the year where snow is not present on the ground surface or during freezing ground conditions; otherwise, modifications to our scope of work and fees may be needed to mobilize additional equipment to access boring locations.

AECOM will perform a geotechnical field exploration at the site to assess subsurface conditions and obtain representative soil samples for laboratory testing. Based upon the information provided and our experience in the project area, the geotechnical field exploration will consist of drilling and logging of a total of 3 soil borings, each to a depth of 50 feet below grade or auger refusal.

The borings will be advanced using a truck mounted drill rig equipped with hollow-stem augers (HSA). The total estimated drilling footage is 150 linear feet. The depth and locations of test borings may be adjusted depending upon location accessibility and actual subsurface conditions encountered.

As currently planned, the borings will be drilled with hollow-stem augers during daytime hours from sunrise to sunset. For purposes of controlling overall project costs, the fees included in this proposal reflect this normal drilling method. If auger refusal is encountered prior to the planned depths, additional (specialized) drilling methods may need to be included in our scope of work and fees in order to extend the borings to the planned depths. The cost for specialized drilling methods (rock coring, percussion Odex/Tubex, Becker Hammer drill rig, etc.) is significantly greater when compared to drilling with hollow-stem auger. The costs for specialized drilling methods are excluded from our scope of work and fees but can be incorporated upon request. If auger refusal is encountered prior to the planned depths, AECOM will notify the client if additional scope of work and fees are required.

Groundwater is anticipated during drilling. The drilling subcontractor will submit a Notice of Intent (NOI) with ADWR for the three boring. The borings will be backfilled according to ADWR requirements (grout upper 20 feet of borings, etc.).

Traffic Control: Traffic control will be needed for the three borings located on Prescott Lakes Parkway. Traffic control is anticipated to include shoulder closures, a traffic control attenuator truck with operator, and supporting sign setter arrow-truck with operator.

Boring Layout and Elevations: AECOM will obtain coordinates with a handheld GPS unit (with an estimated horizontal accuracy of about ± 15 feet). If available, approximate elevations will be obtained by interpolation from local topographic maps and compared to the survey elevations. Field measurements from existing site features may also be used.

Subsurface Exploration Procedures: Borings will be advanced with a truck-mounted drill rig using hollow-stem augers. The existing asphalt concrete pavement will be cored prior to advancing the boring using hollow-stem augers. During the drilling operations, an AECOM field engineer or geologist will log the borings, record the results of penetration tests, and obtain representative samples of encountered materials. Drilling and sampling will be performed in general accordance with applicable ASTM and local standards. Samples are planned to be obtained with standard penetration test samplers or ring-lined barrel samplers (modified California samplers). Continuous sampling will be performed from the ground surface to a depth of 20 feet, and every 5-feet thereafter to termination depth or refusal. Bulk samples of auger cuttings will be collected from the borings at selected depth intervals.

Borings will be backfilled with cement grout to the total boring depth after sampling is completed. The asphalt pavement will be restored using hot mix asphalt obtained from a local construction materials testing laboratory and the asphalt will be heated in an oven onsite prior to placement. The asphalt will be placed and compacted in lifts to match the surrounding pavement grade within the previously cored hole.

Property Disturbance: AECOM will take reasonable efforts to limit disturbance to pavement areas. However, it should also be understood that during the normal course of services, disturbance could occur. Services do not include repair of the site beyond backfilling our test borings and patching the asphalt pavement surface using conventional cold mix asphalt concrete patch material. Any additional site restoration is considered the responsibility of others. For safety purposes, all test borings will be backfilled after their completion with cement grout. Excess cuttings will be spread on the ground surface in non-paved areas near each boring. Backfill material can often settle below the surface after a period of time, so boreholes may need to be checked periodically and, if needed, additional material placed. We can provide this service, or grout the boreholes for additional fees, if requested.

Safety: AECOM is currently not aware of environmental concerns at this project site that would create health and/or safety hazards associated with our exploration program; thus, this scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. This scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted and discussed in the final report.

Exploration efforts require borings into the subsurface. AECOM will comply with local regulations to request a utility location service through the Arizona 811 Center. AECOM should be notified if the owner/client is aware of potential utilities or other unmarked underground hazards. Additionally, AECOM will contract a private utility locator company (outside of the Arizona 811 Center system) to mark private utility lines within approximately 10 feet from the borehole locations. AECOM will not be held responsible for damage to private utilities that are not made aware to us.

Laboratory Testing

Under the direction of a geotechnical engineer, selected samples obtained from the test borings will be tested in a laboratory for physical engineering characteristics. Table 1 outlines the laboratory testing anticipated for the project.

Table 1 – Laboratory Material Tests

Laboratory Test	Proposed Quantity
Unit Weight/Moisture Content, ASTM D2937	30
Sieve Analysis, ASTM C136 (w/o Hydrometer)	15
Atterberg Limits, Dry Prep, ASTM D4318	15
Standard Proctor, ASTM D698	3
1-D Consolidation Test (with time rates), ASTM D2435	4

Laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards. The number and type of tests may vary depending on the sample quality and quantity. Samples obtained during the field exploration will be discarded 30 days after the date on the geotechnical engineering report (unless sample storage beyond the 30 days is incorporated into our scope of work and fees).

Geotechnical Investigation Report

AECOM will prepare a report that summarizes the field exploration, laboratory testing and engineering analysis of the data collected, and will opine on the cause of distress at the east bridge abutment. The report will include the following:

- Vicinity map and site plan showing the boring locations.
- Boring logs and laboratory test results.
- Discussion of regional and local geology, and site seismicity.
- Summary of the field and laboratory testing.
- Discussion of general site surface and subsurface conditions.
- Preparation of the Geotechnical Investigation Report presenting our findings and conclusions. AECOM will opine on the cause of the distress at the southeast abutment.

TASK 120: EVALUATE REPAIR ALTERNATIVES

Roadway

Based on the survey and geotechnical data collected, AECOM will develop two (2) repair alternatives that address deficient roadway rideability and drainage.

Known drainage facilities are an open concrete scupper on the south side of the roadway that drains toward Granite Creek and a catch basin on the north side of the roadway that connects to a buried pipe system. Curb/gutter/sidewalk parallels the north edge of roadway; a concrete curb and metal guardrail on wood posts parallel the south edge of roadway.

Given the significant amount of cracking observed on the existing asphalt pavement, AECOM anticipates that an area of pavement will be removed and replaced. Material quantities and costs will be estimated for each repair alternative.

Bridge

Repair alternatives will need to consider the approach slab, expansion joint, and retaining walls at the east bridge abutment. Repair alternatives for the approach slab will consider foam-jacking and overlays.

The existing neoprene strip seal in the expansion joint has failed and is allowing water to flow through the joint, which is apparent by the water stains on the abutment diaphragm and erosion gullies in front of the abutment. It is AECOM's understanding that the City already has plans to repair the leaky expansion joint, so this repair is not considered in this scope of work.

Material quantities and costs will be estimated for bridge repairs.

Alternatives Evaluation Report

AECOM will prepare an Alternatives Evaluation Report that summarizes the roadway and bridge alternatives considered and will recommend a preferred alternative. The Geotechnical Investigation Report prepared under Task 110 will be incorporated into the Alternatives Evaluation Report as an appendix.

TASK 130: MEETINGS

Virtual meetings are assumed as follows:

- One (1) Kickoff meeting – Three AECOM staff (Roadway lead, Bridge lead, Geotech lead) at 1 hour each plus meeting preparation and distributing meeting notes
- One (1) Progress meeting – Three AECOM staff (Roadway lead, Bridge lead, Geotech lead) at 1 hour plus meeting preparation and distributing meeting notes

- One (1) Comment Resolution meeting – Three AECOM staff (Roadway lead, Bridge lead, Geotech lead) at 1 hour each plus preparation and distribution of meeting notes

TASK 200: CONTRACT ADMINISTRATION

This task includes time required to prepare monthly invoices, review and approve subconsultants’ invoices, and monitor project budget.

AECOM will submit monthly invoices.

AECOM will prepare progress reports in conjunction with monthly invoices. Progress reports will include a description of the design progress and deliverables associated with the invoiced tasks.

DELIVERABLES

1. Draft Alternative Evaluation Report with Draft Geotechnical Investigation Report attached as appendix
2. Pre-Final (100%) Evaluation Report with Draft Geotechnical Investigation Report attached as appendix
3. Final Alternative Evaluation Report with Final Geotechnical Investigation Report attached as appendix

Reports will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

The draft reports will be submitted to the City of Prescott for review and comment. After resolving review comments, the final reports will be sealed by a Professional Civil Engineer registered in the State of Arizona.

PROJECT SCHEDULE

The estimated project schedule is presented in Table 2.

Table 2 – Estimated Project Schedule

Task	Est. Time to Complete
<ul style="list-style-type: none"> • Safe work plan, Mark drill locations, Blue Stakes, City of Prescott permit application • Survey research, data collection, and processing 	4 weeks
<ul style="list-style-type: none"> • Geotechnical field program 	1 week
<ul style="list-style-type: none"> • Geotechnical laboratory testing 	5 weeks
<ul style="list-style-type: none"> • Prepare Draft Alternatives Evaluation Report • Prepare Draft Geotechnical Investigation Report 	3 weeks

Task	Est. Time to Complete
<ul style="list-style-type: none"> • Review and comment by City 	2 weeks
<ul style="list-style-type: none"> • Prepare Final Alternatives Repair Report • Prepare Final Geotechnical Investigation Report 	2 weeks
Total number of weeks	17 weeks



Prescott Lakes Parkway Pavement Repair Scoping
Client: City of Prescott

COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Work-hours	Hourly Rate	Labor Costs
Principal-in-Charge	20	\$408.00	\$8,160
Project Manager	36	\$256.00	\$9,216
Senior Project Engineer	69	\$330.00	\$22,770
Project Engineer	6	\$226.00	\$1,356
Senior Engineer	112	\$196.00	\$21,952
Engineer	230	\$177.00	\$40,710
Designer / CADD	-	\$136.00	\$0
Survey Manager	40	\$189.00	\$7,560
Survey Tech II	-	\$145.00	\$0
Surveyor	32	\$111.00	\$3,552
Project Administrator	24	\$157.00	\$3,768
Total Hours =	569		
		Total Estimated Labor =	\$119,044

ESTIMATED DIRECT EXPENSES

Expense	Cost
Reproduction (all documents to be PDF format)	\$0
Communications	\$0
Travel	\$1,327
Equipment and Materials	\$500
Total Direct Expense =	\$1,827

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Method of Compensation
GPRS (Private Utility Location)	\$2,000	Lump Sum
Geomechanics Southwest, Inc (Drilling Subcontractor)	\$33,420	Lump Sum
WSP (Lab Testing)	\$9,070	Lump Sum
Total Estimated Outside Services =		\$44,490
TOTAL ESTIMATED COST (LUMP SUM) =		\$165,361



Prescott Lakes Parkway Pavement Repair Scoping

Client: City of Prescott

Task No.	Task	Total Hours	Totals by Classification										
			\$408.00	\$256.00	\$330.00	\$226.00	\$196.00	\$177.00	\$136.00	\$189.00	\$145.00	\$111.00	\$157.00
			Principal-in-Charge	Project Manager	Senior Project Engineer	Project Engineer	Senior Engineer	Engineer	Designer / CADD	Survey Manager	Survey Tech II	Surveyor	Project Administrator
100	Topographic Surveys												
	Pre-plan/gather data/prepare recon & observation sheets	16								8		8	
	Establish primary horizontal and vertical control	16								8		8	
	Perform Topographic Survey	16								8		8	
	Note Reduction, Data Processing, Base Map Creation	16								12		4	
	Travel (assume 4 hours round trip)	8								4		4	
	Subtotal Hours =	72	0	0	0	0	0	0	0	40	0	32	0
	Labor, OH, Fee Cost Subtotal =	\$11,112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,560	\$0	\$3,552	\$0
110	Geotechnical Investigation												
	Geotechnical Field Exploration, Permits, Utilities												
	Safe Work Plan	9			1				8				
	Boring location plan + Mark Locations + Bluestake 811	13	1		2				10				
	Travel (4 hours round trip)	8							8				
	Prescott Permit Application	7			1				6				
	Geotechnical Field Exploration												
	Preparation Field Work	17	1		4				12				
	Travel time round trip	4							4				
	Logging & Sampling (10 hrs per day, 3 day duration)	30							30				
	Gint Logs	11	1		2				8				
	Geotechnical Laboratory Testing												
	Lab Testing Assignments	6	1		1				4				
	Review Lab reports	10			2				8				
	Update logs + QC Data	14	2		4				8				
	Geotechnical Design and Report												
	Develop figures and Exhibits	15	1		2				12				
	Engineering Analysis	44	4		8				32				
	Prepare Draft Geotechnical Report	54	2		12				40				
	QC Draft Geotechnical Report	16	4		4				8				
	Prepare Final Geotechnical Report	13	1		4				8				
	QC Final Geotechnical Report	8	2		2				4				
	Subtotal Hours =	279	20	0	49	0	0	210	0	0	0	0	0
	Labor, OH, Fee Cost Subtotal =	\$61,500	\$8,160	\$0	\$16,170	\$0	\$0	\$37,170	\$0	\$0	\$0	\$0	\$0
120	Evaluate Repair Alternatives												
	Roadway												
	Alternative 1	20			4				16				
	Alternative 2	20			4				16				
	Concept Plans	24							24				
	Cost estimates	12			4				8				



Prescott Lakes Parkway Pavement Repair Scoping

Client: City of Prescott

Task No.	Task	Total Hours	Totals by Classification											
			\$408.00	\$256.00	\$330.00	\$226.00	\$196.00	\$177.00	\$136.00	\$189.00	\$145.00	\$111.00	\$157.00	
			Principal-in-Charge	Project Manager	Senior Project Engineer	Project Engineer	Senior Engineer	Engineer	Designer / CADD	Survey Manager	Survey Tech II	Surveyor	Project Administrator	
	Bridge													
	Approach Slab Repair Alternative 1: Foam Jacking	12			4				8					
	Approach Slab Repair Alternative 2: Overlay	12			4				8					
	Cost estimates	6			2				4					
	Alternatives Evaluation Report													
	Prepare Draft Evaluation Repair Report	40						40						
	QC Draft Evaluation Repair Report	16		8	8									
	Prepare Final Evaluation Repair Report	8						8						
	QC Final Evaluation Repair Report	4		2	2									
	Subtotal Hours =	174	0	22	20	0	112	20	0	0	0	0	0	0
	Labor, OH, Fee Cost Subtotal =	\$37,724	\$0	\$5,632	\$6,600	\$0	\$21,952	\$3,540	\$0	\$0	\$0	\$0	\$0	\$0
130	Meetings													
	Kickoff (prep, 1 meeting @ 1 hour for 3 discipline leads, notes)	4		2		2								
	Progress (prep, 1 meeting @ 1 hour for 3 discipline leads, notes)	4		2		2								
	Comment Resolution (prep, 1 meeting @ 1 hour for 3 discipline leads, notes)	4		2		2								
	Subtotal Hours =	12	0	6	0	6	0	0	0	0	0	0	0	0
	Labor, OH, Fee Cost Subtotal =	\$2,892	\$0	\$1,536	\$0	\$1,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
200	Contract Administration													
	Contract Administration, Invoicing, Budget Tracking, Progress Reports	32		8										24
	Subtotal Hours =	32	0	8	0	0	0	0	0	0	0	0	0	24
	Labor, OH, Fee Cost Subtotal =	\$5,816	\$0	\$2,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,768
	Total Hours =	569	20	36	69	6	112	230	0	40	0	32	24	24
	Labor, OH, Fee Cost Subtotal =	\$119,044	\$8,160	\$9,216	\$22,770	\$1,356	\$21,952	\$40,710	\$0	\$7,560	\$0	\$3,552	\$3,768	\$3,768



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Police
ITEM #: 9.D
SUBJECT: Adoption of Resolution No. 2026-1976 Approving City Contract No. 2012-091A3, an Amendment to City Contract No. 2012-091 an IGA for Dispatching Services at Prescott Regional Communications Center (PRCC) Adding the Yarnell Fire Department.

ITEM SUMMARY

This item is for the adoption of a Resolution approving City Contract No. 2012-091A3, in order to add the Yarnell Fire Department to Dispatching Services at Prescott Regional Communications Center (PRCC).

BACKGROUND

This amendment authorizes Yarnell Fire District to become a participating agency and subjects it to all terms and conditions of the existing IGA, including cost participation pursuant to Article V. Participation will begin as soon as possible in recognition of the significant public safety implications of any lapse in 911 services in the Yarnell area.

Approval of this amendment strengthens regional public safety collaboration and ensures continued emergency dispatch services for the Yarnell Fire Department.

FINANCIAL IMPACT

This action would add the Yarnell Fire Department (YFD) to the existing cost-sharing agreement for dispatch services, slightly reducing costs for existing partners. Based on minimal projected call volumes, no additional staffing will be required.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2026-1976

ATTACHMENTS

1. IGA - City of Prescott Joint Dispatch Services Contract 2012-091 - A1
2. Resolution No. 2026-1976
3. AMENDMENT 3 911 IGA BRINGING IN YARNELL 2026

2012-091 A1

INTERGOVERNMENTAL AGREEMENT
JOINT DISPATCH SERVICES
- Restated -

THIS AGREEMENT, entered into this 1st day of July, 2011, and revised this 1st day of January, 2017, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona ("City"), and the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (Prescott Valley), the, CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (CAFMA), the GROOM CREEK FIRE DISTRICT (Groom Creek, the WALKER FIRE PROTECTION ASSOCIATION (Walker) the YAVAPAI COMMUNITY COLLEGE DISTRICT (Yavapai College) and the YAVAPAI PRESCOTT INDIAN TRIBE (YPIT), a federally recognized Indian tribe ("Tribe") (all hereinafter collectively referred to as the "Participating Agencies" or individually as the "Participating Agency").

WITNESSETH:

WHEREAS, the parties all have implicit authority to operate dispatch facilities for their respective emergency services; and

WHEREAS, it is the desire of the parties to consolidate dispatch services; and

WHEREAS ARS §11-952 authorizes the parties to jointly exercise any powers common to them and to enter into one (1) or more inter-governmental agreements for cooperative action; and

WHEREAS, the parties have concluded that the most effective means of providing for consolidated dispatch services is for the City to serve as lead agency in the operation of consolidated dispatch services for the participating agencies; and

WHEREAS, the parties wish to modify and restate, in its entirety, the terms of that certain Joint Dispatch Intergovernmental Agreement originally dated April 26, 2005;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree to amend and restate the above referenced 2005 Dispatch Agreement as follows:

ARTICLE 1. PURPOSE.

The purpose of this Intergovernmental Agreement (IGA) is for the City to provide consolidated dispatch services for the City and each of the police departments and/or fire departments/districts of the Participating Agencies at the City's dispatch facility.

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

ARTICLE 2. IGA TERM.

- A. This IGA is effective as of the opening and commencement of operations of the new Prescott Regional Public Safety Communications Center, August 2, 2005 (hereinafter referred to as the "Effective Date"), currently located at 216 S. Cortez Street, Prescott Arizona, and shall be extended from January 1, 2017 until December 31, 2019.
- B. Subject to the limitations of Article 5, this IGA shall be effective until December 31, 2019, at which time, as to each party, it will be automatically renewed for consecutive periods of twenty-four months beginning January 1, 2020, unless one of the parties gives written notice to the other parties of its intent to terminate, which notice must be given to each participating party no later than three hundred sixty (360) days prior to the intended termination date.

ARTICLE 3. PERFORMANCES - CITY.

- A. The City shall provide the following services under this IGA:
 - 1. All needed on-site personnel, facilities, work spaces, equipment and utilities needed to operate a dispatch center, known as the Prescott Regional Public Safety Communications Center ("Dispatch Center"), for fire suppression and emergency services (including medical), police and animal control dispatching for all of the Participating Agencies and the City ("Consolidated Dispatch Services"), as well as provide the necessary training, supervision, compensation, insurance, benefits, licenses, or other requirements for the personnel working out of said Dispatch Center. Any external infrastructure (including but not limited to radio towers, FCC licensing, RF or hardware links to the Dispatch Center, etc.) shall be the responsibility of the Agency which owns, uses or controls such external infrastructure.
 - 2. Remote or local radio base/repeater stations and control stations that are to be connected to the Prescott Regional Public Safety Communications Center's console system must be either a 2-wire or 4-wire circuit and employ either tone or E&M signaling. Direct Current (DC) signaling will not be supported. Line levels shall appear at the console connection point on a 600 ohm balanced line at -10 dBm receive and 0 dBm transmit.
- B. Operate the Dispatch Center in compliance with all applicable local, state and federal laws, including but not limited to working conditions, physical accommodations, and security. The City will provide and continue to provide EMD (emergency medical dispatch) protocol, services, and training during the term of this Agreement.

- C. The parties agree that the fire department dispatch protocol presently in effect shall continue to be used for purposes of emergency fire and EMD under this Agreement, and that the same may be modified after consultation with the participating agencies.
- D. Provide separate fire and police dispatch services by separate dispatch personnel so that no individual dispatcher on duty will be responsible for simultaneously providing dispatch services for both fire suppression and emergency services (including medical), and police and animal control. The city shall use reasonable efforts to maintain minimum staffing at all times possible; minimum staffing is defined as five Dispatchers and one Supervisor resulting in two (2) qualified Fire Dispatchers and three (3) qualified Police Dispatchers and one (1) Call Taker, on duty, at all times. An exception to the minimum staffing of six (6) would be any time prior to 0800 hours or after 0000 hours providing the five (5) dispatchers in the room are two (2) qualified Fire Dispatchers and three (3) qualified Police Dispatchers; provided, however, that the City's inability to maintain such staffing shall in no way impose any liability on the City among the Participating Agencies nor shall such inability grant any rights or privileges to the Participating Agencies not otherwise provided for herein.
- E. Use its best efforts to dispatch manpower and/or apparatus within one (1) minute of receiving a call for fire agencies and for police emergency, priority-one traffic. Said dispatch shall be consistent with the dispatch protocol then in effect.
- F. Upon reasonable request, provide to the Participating Agencies detailed information regarding personnel services, dispatcher deployment, operating expenditures and administrative services that are proposed to be charged to the Participating Agencies.
- G. Upon request of a Participating Agency, provide standard computer aided dispatch (CAD) management reports necessary to determine numbers of calls for service, response times, at scene times, daily call logs and other standard reports available through CAD. The City will make its best efforts to satisfy any such request within ten (10) days of said request having been made, or as otherwise agreed between the affected Participating Agencies. The City will make its best efforts to provide any other requested nonstandard reports.
- H. A Reverse Emergency Notification type of system will be available to the Partners of the Prescott Regional Communications Center for use during an emergency or for non-emergency use with the approval of the Director. PRCC management has the capability to access the Reverse Emergency Notification system on-site using existing computer equipment or remotely using cell phones. All ongoing costs of this service will be paid through the current expenditures portion of this agreement.

ARTICLE 4. PERFORMANCES - PARTICIPATING AGENCIES.

- A. Each Participating Agency shall provide the following services under this IGA:
 - 1. Within 30 days of billing by the City, remit to the City, on a monthly basis, its proportionate share, as determined by Article 5, of the actual costs incurred-pursuant to Article 3 above.
 - 2. Each Participating Agency shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.
- B. Each Participating Agency shall enter into an Arizona Interagency Radio System State Plan Memorandum of Understanding with the Arizona Department of Public Safety, within sixty (60) days of the date of executing this IGA.
- C. Any new or existing agency must operate in compliance with current FCC requirements.

ARTICLE 5. DETERMINATION OF PAYMENTS.

- A. It is understood by the parties that the fee payment is based on a workload division of costs as set forth in Schedule A. The net cost for each Participating Agency shall be divided by the percentage of workload (calls for service) as a percentage of the Dispatch Center's total calls for service. The percentage of workload to determine payments for the current fiscal year shall be recalculated annually based upon the previous calendar year's percentage of workload. Calls for service shall be determined as follows:
 - 1. Fire "Call for Service" - Alarm numbers, not CAD incident numbers, will be used for tracking "calls for service". When a request is received that initiates a response by any field personnel, a CAD incident will be created and an Alarm number assigned to the incident. Calls that are canceled after the dispatch will receive an Alarm number.

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

2. Police "Call for Service" - Any time there is a response by police personnel based upon a request processed by the Dispatch Center. This shall exclude any on-sight self-initiated activity by police personnel based upon public safety needs (e.g., Traffic Stops, Community Based Policing). Any request received by the Dispatch Center that is entered into CAD will be documented as a Call for Service regardless of whether or not it is assigned to police personnel (e.g., an alarm company calls back and cancels a burglar alarm because they found a responsible person on premise prior to the call being dispatched).
- B. Each Participating Agencies' monthly payments to the City shall include and be determined by multiplying the following cost components by each Agencies' percentage of workload as calculated in 5(A):
1. Current Expenditures - is the amount of current operating and additional capital expenditures incurred after the commencement of operations to include any and all fees incurred by personnel, utilities, building maintenance, or manmade or naturally caused events that create an additional, unexpected or unbudgeted cost or expense, etc.
 2. Capital Expenses as identified as necessary by the City after presentation to the Participating Agencies for consultation and discussion.
- C. Until its participation under this Agreement is terminated, each Participating Agency to this Agreement shall pay a minimum annual fixed fee of \$5,000 each fiscal year, which shall include Current Expenditures, Initial Capital and Capital Expenses as identified. After the City has determined the total monthly payments actually paid by a Participating Agency at the end of each fiscal year, the balance of this amount is due within 30 days of the City's billing.

ARTICLE 6. DISPOSITION OF PROPERTY.

- A. Upon partial or complete termination of this IGA, all property acquired by the City in the operation of the Dispatch Center and used in or affixed to the Dispatch Center will remain the property of and shall be the responsibility of the City. Any equipment or technical material acquired by a Participating Agency and used primarily outside of the Dispatch Center shall be the property and responsibility of the Participating Agency that acquired and used said equipment or technical material.
- B. Each Participating Agency shall provide the name and phone number of that agency's technical repair specialist.

ARTICLE 7. DISCLOSURE OF INFORMATION.

To the extent permitted by law, the parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third parties any information obtained by them through their respective performances under this IGA, subject to Arizona public records law.

ARTICLE 8. LIAISON OFFICERS.

- A. The Chiefs of each Participating Agency shall appoint a Liaison Officer to assist the City in coordinating the performances hereunder. In the event of a dispute or other issue between the parties which does not constitute a "default", the same shall be communicated between the Liaison Officers and the City, and they shall mutually attempt to resolve the matter within a reasonable period not to exceed twenty-one (21) days, unless a longer specified period is otherwise mutually agreed to by the parties. Thereafter, the matter shall be referred to the Prescott City Manager for final resolution.
- B. The Liaison Officers and the City representative(s) shall meet as and when needed; provided, however, that the Liaison Officers and the City shall hold an annual meeting in January of each year to discuss operational issues, performance issues, financial issues, Capital Expenditures, the terms under which another agency may become an additional Participating Agency and a party to this agreement, and any other issues relating to this Agreement.
- C. In the event of a need for an unbudgeted Capital Expenditure, the City representative and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the actual need for any such Capital Expenditure, all pursuant to the other provisions of this Article. Due consideration shall be given to each parties financial needs and budgetary constraints. All parties shall make reasonable efforts to identify, meet, and determine such need prior to the occurrence of an actual need for an unbudgeted Capital Expenditure.
- D. In the event that the parties contemplate that another agency may become an additional Participating Agency and a party to this agreement, the City representative(s) and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the terms under which such agency may become a Participating Agency and party to this agreement, subject to the other provisions of this Article.

ARTICLE 9. TIME IS OF THE ESSENCE.

Time is of the essence in this IGA. It is expected that the parties shall diligently and deliberately carry out their respective performances hereunder.

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

ARTICLE 10. AMENDMENTS.

This IGA may be amended at any time by mutual written agreement. No other agreements or understandings shall modify the provisions of this IGA.

ARTICLE 11. INDEMNIFICATION.

- A. In the event of any litigation, claims or other legal costs being incurred by the City as a result of its operation of the Dispatch Center, then and in that event each Participating Agency shall share in the cost thereof pursuant to that agency's actual responsibility, jointly or severally, for the damages alleged in any such litigation, claims, or other legal costs.
- B. Each Participating Agency shall indemnify and hold harmless all other Participating Agencies, their authorized agents, Board members, officers, directors and employees for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including but not limited to settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligent or intentional acts or omissions by that Participant, its authorized agents, officers, directors and employees committed in the course of performing its obligations under this Agreement in accordance with the limitations on liability set forth in A.R.S. §48-818. Nothing in the section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.
- C. The amount and type of insurance coverage requirements set forth in this or any other Agreements between the parties will in no way be construed as limiting the scope of indemnity provided by this Section.

ARTICLE 12. INSURANCE.

The parties shall maintain the following coverage:

- A. Each party's Commercial General Liability, and Automobile Liability insurance coverage required hereunder shall specifically name the other party, its agents, Board members, representatives, officers, directors, officials and employees as Additional Insureds, and a current Certificate reflecting same will be provided at the time of the execution hereof.
- B. All insurance required herein shall be maintained in full force and effect during the term of this Agreement and thereafter until all the obligations required to be performed under the terms of this Agreement are performed and completed.
- C. Each participant's insurance shall be primary insurance as it relates to bodily injury or property damage for which that participant is found liable in the performance of its responsibilities hereunder in accordance with the limitations set forth in A.R.S. §48-818 and shall be non-contributory.

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

- D. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for two years past completion of the Services. Such continuing coverage shall be evidenced, upon request, by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the two-year period.
- E. The participants' General Liability, Auto Liability, and Workers' Compensation policies shall contain a waiver of rights of recovery (subrogation) against the other parties, their agents, representatives, Board members, officials, officers and employees for any claims for which the other is found to be liable arising from or caused by performance of responsibilities under this Agreement, and will exchange certificates of coverage providing for same and in the amounts agreed to here in below.
- F. Notwithstanding anything to the contrary in this Agreement, it is specifically acknowledged and agreed: (i) that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable; (ii) that each party is responsible for paying the premiums, deductible or self-insured retention under all policies in effect under this Agreement; (iii) that the insurance policies purchased by the parties provide coverage for general operations of the party and its affiliates, and such policies include coverage applicable to, but not exclusively limited to, this Agreement and the work or services provided pursuant to this Agreement.
- G. The parties further agree and understand that, in lieu of bonding or other security for such self-insured retention amounts, that the parties have each relied upon the other's assertion that it is required to provide such security, in the amount of any deductibles or self-insured retention amounts, to the insurance companies providing it with the insurance coverages required in this Agreement.
- H. The parties shall each immediately notify the other if, at any time during the term of this Agreement, it is not required, or fails to provide, such security to its insurance carriers. Such notice will in any event be provided no less than 30 days in advance of a cancellation as it applies to all coverages, and no more than 10 days as it applies to a cancellation for non-payment of premiums.

- I. Prior to commencing any performances under this Agreement, the parties shall each furnish the other with certificate(s) of insurance, or formal endorsement as required by this Agreement, issued by their respective insurers as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the parties shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

- J. If any of the above-cited policies expire during the life of this Agreement, it shall be the party holding such insurance's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:
 - (1) All Participating Agencies, their agents, representatives, officers, directors, officials and employees are Additional Insured's as required in this Agreement.
 - (2) The Commercial General Liability and Auto Liability policies shall waive rights of recovery (subrogation) against the holders thereof, their agents, representatives, officers, officials and employees for any claims for which another Participating Agency is found to be liable arising from or caused by performance of services by any other Participating Agency under this Agreement.
 - (3) New Certificates. If any party replaces or upgrades any of its policies during the term of this Agreement, that party shall forward renewal certificates to the other within ten (10) days after the effective date of such renewal policies.

ARTICLE 13. BINDING EFFECT.

This Agreement and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors, assigns or other legal representative as herein provided.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Each of the Participating Agencies is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between them. Each Participating Agency shall control and direct the methods by which it performs its responsibilities hereunder.

ARTICLE 15. NON-DISCRIMINATION.

The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."

ARTICLE 16. IMMIGRATION COMPLIANCE.

The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."

ARTICLE 17. WORKERS' COMPENSATION.

For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is the primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). However, only the primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required therein

ARTICLE 18. NOTICES.

Any notice by either party to the other shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof giving the other written notice. Unless changed, notices shall be sent to the following:

- City: City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86302
- Copy to: Police Chief
City of Prescott
222 S. Marina Street
Prescott, AZ 86303
- Copy to: Fire Chief
City of Prescott
1700 Iron Springs Road
Prescott, AZ 86305

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

Town: Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Copy to: Police Chief
Town of Prescott Valley
7601 E. Civic Circle
Prescott Valley, AZ 86314

Central/Chino : Fire Chief
(CAFMA) Central Arizona Fire and Medical Authority
8555 E. Yavapai Road
Prescott Valley, AZ 86314

Copy to: Fire Chief
Central Arizona Fire and Medical Authority
P. O. Box 264
Chino Valley, AZ 85323-0264

Yavapai College: Police Chief
Yavapai College
1100 Sheldon Street
Prescott, AZ 86301

Groom Creek: Fire Chief
Groom Creek Fire District
1110 E. Friendly Pines Road
Prescott, AZ 86303

Walker: Fire Chief
Walker Fire Protection Association
P. O. Box 10174
Prescott, AZ 86304

Tribe Police Chief
Yavapai Prescott Tribal Police
530 E. Merritt
Prescott, AZ 86303

ARTICLE 19. ACCOUNTING AND AUDITING.

The City shall keep accurate and complete records of its performances hereunder in accordance with Generally Accepted Accounting Practice (GAAP). The Participating Agencies (including their respective auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by the City as required by the Arizona State Library and Public Records, Manual for Records Retention and Disposition for Arizona State Agencies, and the City shall make such records available for the periods they are required to be maintained by the manual.

ARTICLE 20. GOVERNING LAW.

This IGA shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and shall be deemed made and entered into in Yavapai County.

ARTICLE 21. ALTERNATIVE DISPUTE RESOLUTION.

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 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.

ARTICLE 22. SAVINGS CLAUSE.

In the event any phrase, clause, sentence, section, Article or other portion of this IGA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this IGA shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 23. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 24. CONFLICT OF INTEREST.

This IGA may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this IGA on behalf of the respective parties.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2017.

HARRY OBERG, Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT
City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this ____ day of _____, 2017.

HARVEY SKOOG, Mayor

ATTEST:

DIANE RUSSEL
Town Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Central Arizona Fire and Medical Authority this 23 day of October, 2017.



Name: JULIE PETTIT
Chairwoman of the Board


ATTEST:



Name: DARLENE PACKARD
Clerk

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Groom Creek Fire District this 3 day of October , 2017.


Name: ROBERT SCHULZ
Vice Chairman of the Board

ATTEST:


Name: TERRY HAMMON
Chairman of the Board

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Governing Board this _____ day of _____, 2017.

Name: DR. DALE FITZNER
Board Chair

ATTEST:

Name: DR. PENELOPE H. WILLS
College President

Name: JIM MESSERSCHMITT
Board Secretary

PASSED, APPROVED AND ADOPTED by the Board of Directors of Yavapai Prescott Indian Tribe this _____ day of _____, 2017.

Name: ERNEST JONES, SR.
President

ATTEST:

Name: REBECCA DOKA

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

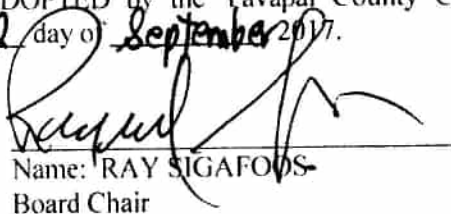
PASSED, APPROVED AND ADOPTED by the Board of Directors of the Groom Creek Fire District this ____ day of _____, 2017.

Name: ROBERT SCHULZ
Chairman of the Board

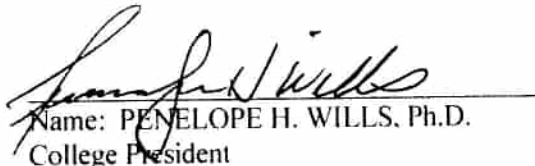
ATTEST:

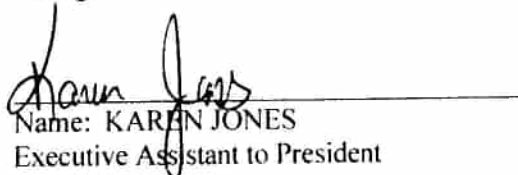
Name: TERRY HAMMON
Clerk

PASSED, APPROVED AND ADOPTED by the Yavapai County Community College District Governing Board this 12 day of September, 2017.


Name: RAY SIGAFOS
Board Chair

ATTEST:


Name: PENELOPE H. WILLIS, Ph.D.
College President


Name: KAREN JONES
Executive Assistant to President

PASSED, APPROVED AND ADOPTED by the Board of Directors of Yavapai Prescott Indian Tribe this ____ day of _____, 2017.

Name: ERNEST JONES, SR.
President

ATTEST:

Name: REBECCA DOKA
Secretary/Treasurer


Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

JON PALADINI
City Attorney



Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Prescott Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Prescott Valley.


IVAN LEGLER
Town Attorney 9/15/17

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Central Yavapai Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Central Arizona Fire and Medical Authority.

Name: NICK CORNELIUS
Attorney for the Central Arizona Fire and Medical
Authority

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Groom Creek Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Groom Creek Fire District.

Name: WILLIAM WHITTINGTON
Attorney for the Groom Creek Fire District

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)


Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

JON PALADINI
City Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Prescott Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Prescott Valley.

IVAN LEGLER
Town Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Central Yavapai Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Central Arizona Fire and Medical Authority.



Name: NICOLAS CORNELIUS
Attorney for the Central Arizona Fire and Medical Authority

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Groom Creek Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Groom Creek Fire District.

Name: WILLIAM WHITTINGTON
Attorney for the Groom Creek Fire District

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

JON PALADINI
City Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Prescott Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Prescott Valley.

IVAN LEGLER
Town Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Central Arizona Fire and Medical Authority, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Central Arizona Fire and Medical Authority.

Name: NICK CORNELIUS
Attorney for the Central Arizona Fire and Medical Authority

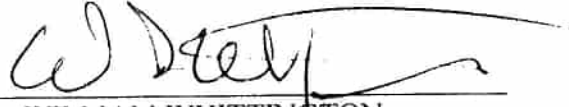
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Groom Creek Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Groom Creek Fire District.



Name: WILLIAM WHITTINGTON
Attorney for the Groom Creek Fire District

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Walker Fire Protection Association, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Walker Fire Protection Association.



Name: WILLIAM WHITTINGTON
Attorney for the Walker Fire Protection Association

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai Community College District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Yavapai Community College District.

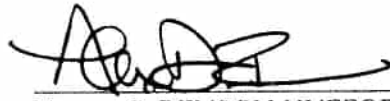
Name: BRAD HUFFORD
Attorney for the Yavapai Community College District

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Williamson Valley Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Walker Fire Protection Association.

Name: WILLIAM WHITTINGTON
Attorney for the Walker Fire Protection Association

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County Community College District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Yavapai County Community College District.



Name: C. BENSON HUFFORD *on behalf of C. Benson Hufford*
Attorney for the Yavapai County Community College

District

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

**WAIVER OF CONFLICT OF INTEREST
AND CONSENT TO JOINT REPRESENTATION**

Having reviewed the letter dated October 12, 2017, from WILLIAM R. WHITTINGTON and the law firm of BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, PLLC ("BPCWS"), in conjunction with the Intergovernmental Agreement between the City of Prescott, the Town of Prescott Valley, the Central Arizona Fire and Medical Authority, the Groom Creek Fire District, the Walker Fire Protection Association, the Yavapai Community College District, and the Yavapai Prescott Indian Tribe for Joint Dispatch Services, and having been advised of the material risks and reasonably available alternatives, and having been presented sufficient information allowing full understanding of the implications of the waiver of conflict of interest and dual representation of the following clients: Groom Creek Fire District and Walker Fire Protection Association, the undersigned hereby consents to a waiver of conflict of interest and agrees to joint representation by WILLIAM R. WHITTINGTON and the law offices of BPCWS.


The undersigned acknowledges that WILLIAM R. WHITTINGTON and the law firm of BPCWS have represented each of the various agencies in the past on unrelated matters, and hereby waives any conflict relating to the same.

Dated this 11 day of October, 2017.

GROOM CREEK FIRE DISTRICT

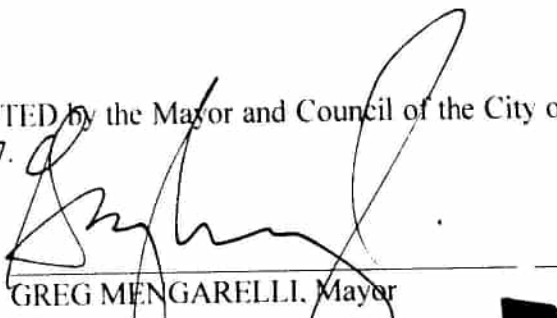
By:  _____

Attest:


Board Clerk

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 21 day of Feb., 2017.

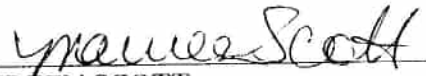


GREG MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:





MAUREEN SCOTT
City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this ____ day of _____, 2017.

HARVEY SKOOG, Mayor

ATTEST:

DIANE RUSSEL
Town Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Central Arizona Fire and Medical Authority this ____ day of _____, 2017.

Name: STEVE RUTHERFORD
Chairman of the Board

ATTEST:

Name: JULIE PETTIT
Clerk

Attachment: Amendment A1 to IGA (City Contract No. 2012-091) (1837 : IGA for Joint Dispatch Services)

RESOLUTION NO. 2026-1976

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN AMENDMENT NUMBER THREE TO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT DISPATCH SERVICES ADDING NEW PARTICIPATING AGENCY- YARNELL FIRE DISTRICT (CITY OF PRESCOTT CONTRACT NO. 2012-091A3); AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott entered into an intergovernmental agreement (“IGA”) (City Contract No. 2012-091A1 and A2) with various public agencies for the provision of joint dispatch emergency services (“911” call center); and,

WHEREAS, the parties to the IGA now wish to amend the IGA by allowing participation of the following public agency: (1) Yarnell Fire District; and,

WHEREAS, the aforementioned public agency has informed the City and other participating agencies in the joint dispatch IGA that they will likely be losing their existing “911” services shortly; and,

WHEREAS, given this importance of this public safety issue to our Yavapai County regional partners, the participating agencies wish to allow Yarnell Fire District to participate in the joint dispatch IGA; and,

WHEREAS, A.R.S. 11-952 and the Prescott City Charter authorize two or more public agencies (including the City and the participating Public Agencies) to contract for services or jointly exercise any powers common to the contracting parties; and,

WHEREAS, it is in the best interest of the City of Prescott to amend this IGA to allow Yarnell Fire District to participate in the joint dispatch 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 amending Intergovernmental Agreement (City Contract No. 2012-091A1 and A2) between the City of Prescott and various public agencies to amend the IGA to permit participation of the Yarnell Fire District in the Joint Dispatch IGA by adopting Amendment Number Three to the IGA (City Contract No. 2012-091A3).

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Resolution and the Amendment Number Three to the IGA (City Contract No. 2012-091A3) on behalf of

the City of Prescott.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____ 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1976 is a true, correct and accurate copy of Resolution No. 2026-1976 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

Seal

City Clerk

2012-091A3
AMENDMENT NUMBER THREE
TO INTERGOVERNMENTAL AGREEMENT
FOR
JOINT DISPATCH SERVICES

BRINGING IN ADDITIONAL PARTICIPATING AGENCY: YARNELL FIRE DISTRICT

WHEREAS, the City of Prescott entered into an Intergovernmental Agreement (“IGA”) with various public agencies for the provision of joint emergency dispatch services (“911”); and,

WHEREAS, recently certain public agencies have expressed an interest in joining the IGA; namely, (1) Williamson Valley- Bagdad Fire District; (2) Mayer Fire District, (3) Congress Fire District, and (4) Crown King Fire District and those entities either have, or are in the process of, authorizing entry into the Joint Dispatch IGA; and,

WHEREAS, the aforementioned participating agencies are treated as having fully authorized participation in the Joint Dispatch Services Agreement, and as such, their approval, along with the other participating agencies, will be required to allow Yarnell Fire District to participate in the Joint Dispatch Services IGA; and,

WHEREAS, Article 10 allows the IGA to be amended by written mutual agreement parties; and,

WHEREAS, Yarnell Fire District has been informed that they may be losing their existing “911” coverage shortly and desire to join with the other participating entities for Joint Dispatch Services under 2012-091, as amended; and,

WHEREAS, this Amendment No. 3 will be ratified after Yarnell Fire District will be allowed to receive Joint Dispatch Services; and,

WHEREAS, recognizing the significant public safety concerns of a regional partner losing “911” emergency dispatch services, participation in the IGA by the Yarnell Fire District in the “911” system governed by IGA No, 2012-091, as amended, will begin as soon as possible; and,

WHEREAS, ARS §11-952 authorizes public agencies, like the Yarnell Fire District and the other participating agencies in the IGA No. 2012-091, as amended, to jointly exercise any powers common to them and to enter into IGAs for cooperative action; and,

WHEREAS, the existing parties to IGA 2012-091, as amended, desire to allow Yarnell Fire District to participate in the Joint Dispatch IGA.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree to amend IGA 2012-091 with this third amendment allowing Yarnell Fire District to participate in the IGA as follows:

SECTION 1. THAT the Yarnell Fire District is hereby authorized to participate in the IGA for Joint Dispatch Services.

SECTION 2. THAT upon authorization from its respective governing board, Yarnell Fire District will immediately be subject to all terms and conditions contained in IGA 2012-091, as amended, regardless of the other Participating Agencies ratification of this second amendment at a later date.

SECTION 3. THAT Article 18 (“NOTICES”) shall be amended to add the following:

Yarnell Fire District

Fire Chief

Fire Administration Building

22555 AZ-89

Yarnell, AZ 85362

SECTION 4. THAT payments made from the Yarnell Fire District to the Participating Agencies shall be made pursuant to ARTICLE V of IGA 2012-091, regardless of any reference to division of costs in the referenced Schedule A.

SECTION 5. THAT this Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Agreement by one party may be made by facsimile or electronic mail and the parties agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and valid for all purposes.

SECTION 6. THAT IGA NO. 2012-091, 2012-091A1, 2012-091A2, are attached hereto and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2026.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this _____ day of _____, 2026.

BY:
ITS: Mayor

ATTEST:

BY:
ITS: Town Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Central Arizona Fire and Medical Authority this _____ day of _____, 2026.

BY:
ITS: Chair

ATTEST:

BY:

ITS: Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Groom Creek Fire District this _____ day of _____, 2026.

BY:

ITS: Chair

ATTEST:

BY:

ITS: Clerk

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Governing Board this _____ day of _____, 2026.

BY:

ITS: Chair

ATTEST:

BY:

ITS: College President

BY:

ITS: Board Secretary

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Yavapai Prescott Indian Tribe this _____ day of _____, 2026.

BY:

ITS: President

ATTEST:

BY:

ITS:

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Yavapai Prescott Indian Tribe this _____ day of _____, 2026.

BY:

ITS: President

ATTEST:

BY:

ITS:

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Yavapai Prescott Indian Tribe this _____ day of _____, 2026.

BY:

ITS: President

ATTEST:

BY:

ITS:

PASSED, APPROVED AND ADOPTED by the Williamson Valley-Bagdad Fire District this _____ day of _____, 2026.

BY: George Price

ITS: Chair

ATTEST:

BY: Fred McKelvey

ITS: Clerk

PASSED, APPROVED AND ADOPTED by the Mayer Fire District this _____
day of _____, 2026.

BY: Tom Thurman

ITS: Chair

ATTEST:

BY: Tuan Tang

ITS: Clerk

PASSED, APPROVED AND ADOPTED by the Congress Fire District this
_____ day of _____, 2026.

BY: Brandy Bridges

ITS: Chair

ATTEST:

BY: Reginald McDonald

ITS: Clerk

PASSED, APPROVED AND ADOPTED by the Crown King Fire District this
_____ day of _____, 2026.

BY: Troy Ferencik

ITS: Chair

ATTEST:

BY: Eric Van Cleave

ITS: Clerk

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State of Arizona to the City of Prescott.

JOSEPH D. YOUNG, City Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Prescott Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State of Arizona to the Town of Prescott Valley.

IVAN LEGLER, Town Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Central Arizona Fire and Medical District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State of Arizona to Central Arizona Fire and Medical District.

BY:

ITS: Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Groom Creek District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State of Arizona to Groom Creek Fire District.

BY:

ITS: Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Yavapai Prescott Indian Tribe, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Yavapai Prescott Indian Tribe.

BY:

ITS: Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Yavapai Community College District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Yavapai Community College District.

BY:

ITS: Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Walker Fire Protection Association, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Walker Fire Protection Association.

BY:

ITS: Attorney

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Yarnell Fire District, this _____ day of _____, 2026.

BY: Arlon Rice

ITS: Chair

ATTEST:

Nina Bour-Beau

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Yarnell Fire District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State of Arizona to Yarnell Fire District Fire.

BY:

ITS: Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: City Clerk
ITEM #: 9.E
SUBJECT: Approval of Appointment of Members to the Board of Adjustment, Building Safety Advisory & Appeals Board, CDBG Citizens Advisory Committee, Fire Board of Appeals, Planning & Zoning Commission, and the Tourism Advisory Committee.

ITEM SUMMARY

This item is presented for consideration and approval of the Council Subcommittee on Appointments recommendations to fill vacancies on the Board of Adjustment, Building Safety Advisory & Appeals Board, CDBG Citizens Advisory Committee, Fire Board of Appeals, Planning & Zoning Commission, and the Tourism Advisory Committee. Staff recommends filling the vacancies in accordance with the Council Subcommittee on Appointments recommendations in Attachment A.

BACKGROUND

In February 2026, the City Council adopted Resolution No. 2026-1966 which established a Council policy for membership on Boards, Commissions and Committees, and set forth the procedures for making appointments. The appointment process provides for review and recommendation of applicants by the Council Subcommittee on Appointments, and presentation to the full Council for approval.

The Council Subcommittee for Appointments held a meeting on February 27, 2026 to review submitted applications and determine their recommendations for appointments to forward to the City Council for approval.

FINANCIAL IMPACT

None at this time.

RECOMMENDED ACTION

MOVE to approve appointments in accordance with recommendations from the Council Subcommittee on Appointments

ATTACHMENTS

1. BCC Appointment Recommendations

Board of Adjustment Terms Ending 3/2029	
Miriam Haubrich Larry Meads	4/2026 - 3/2029 4/2026 – 3/2029

Building Safety Advisory & Appeals Board Terms Ending 3/2029	
Rick Kimery Larry Meads	4/2026 – 3/2029 4/2026 – 3/2029

CDBG Terms Ending 3/2028	
Dan Hurlbert	4/2026 - 3/2028
Deborah Savoini	4/2026 – 3/2028
Deborah Miller	4/2026 – 3/2028
Elizabeth Howe	4/2026 – 3/2028
Jinger Cutting	4/2026 – 3/2028
Mary Ann Suttles	4/2026 – 3/2028
Denise Mitten	4/2026 – 3/2028

Fire Board of Appeals	
Terms Ending 3/2028	
<p>Michael King Roger Sewald Jack Krill</p>	<p>4/2026 - 3/2028 4/2026 – 3/2028 4/2026 – 3/2028</p>

Planning and Zoning Commission	
Terms Ending 3/2030	
<p>Connie Cantelme Michael Marchand Rick Kimery Thomas Davis</p>	<p>4/2026 - 3/2030 4/2026 – 3/2030 4/2026 – 3/2030 4/2026 – 3/2030</p>

Tourism Advisory Committee	
Terms Ending 3/2029	
<p>Edward Kellerman Matt Brassard Natasha Baydakova Pierre Tibi Margo Christianson Kevin Keleher</p>	<p>4/2026 - 3/2029 4/2026 – 3/2029 4/2026 – 3/2029 4/2026 – 3/2029 4/2026 – 3/2029 4/2026 – 3/2029</p>



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Public Works
ITEM #: 9.F
SUBJECT: Approval of City Purchase Order No. 2260522 for the Purchase of LED Streetlight Heads and Photocells from Clark Transportation Solutions, in the Total Amount of \$76,293.63. Funding is Budgeted, Previously Approved and Available in the Streets Fund.

ITEM SUMMARY

This item is for approval of City Purchase Order No. 2260522 for the purchase of 210 LED Streetlight Heads and Photocells to be installed on various arterial streets in the City as part of an EECBG Program Voucher.

BACKGROUND

The City of Prescott utilizing the US Department of Energy (D.O.E), Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program, is planning to replace 210 existing High Pressure Sodium (HPS) Overhead Streetlight Heads with new Light Emitting Diode (LED) Streetlight Heads on various city owned arterial roadways. The city was awarded this grant from the Department of Energy and included the \$76,500 in the FY26 budget for the material purchase. The Streetlight Heads are being acquired from Clark Transportation Solutions using pricing based on the competitively bid MCDOT Cooperative Contract 220205-C.

The work will be completed by city Public Works crews once the materials are delivered. Streetlight upgrades will occur on the following roadway segments. Miller Valley Road – Iron Springs Road to Gurley Street (44 units), Iron Springs Road – Williamson Valley Road to Miller Valley Road (54) and Willow Creek Road – various segments between Ainsworth Drive and Hass Blvd (112). The new LED Streetlights will result in reduced electric energy consumption and annual energy costs for the city and increased lighting levels which improves safety for roadway users.

FINANCIAL IMPACT

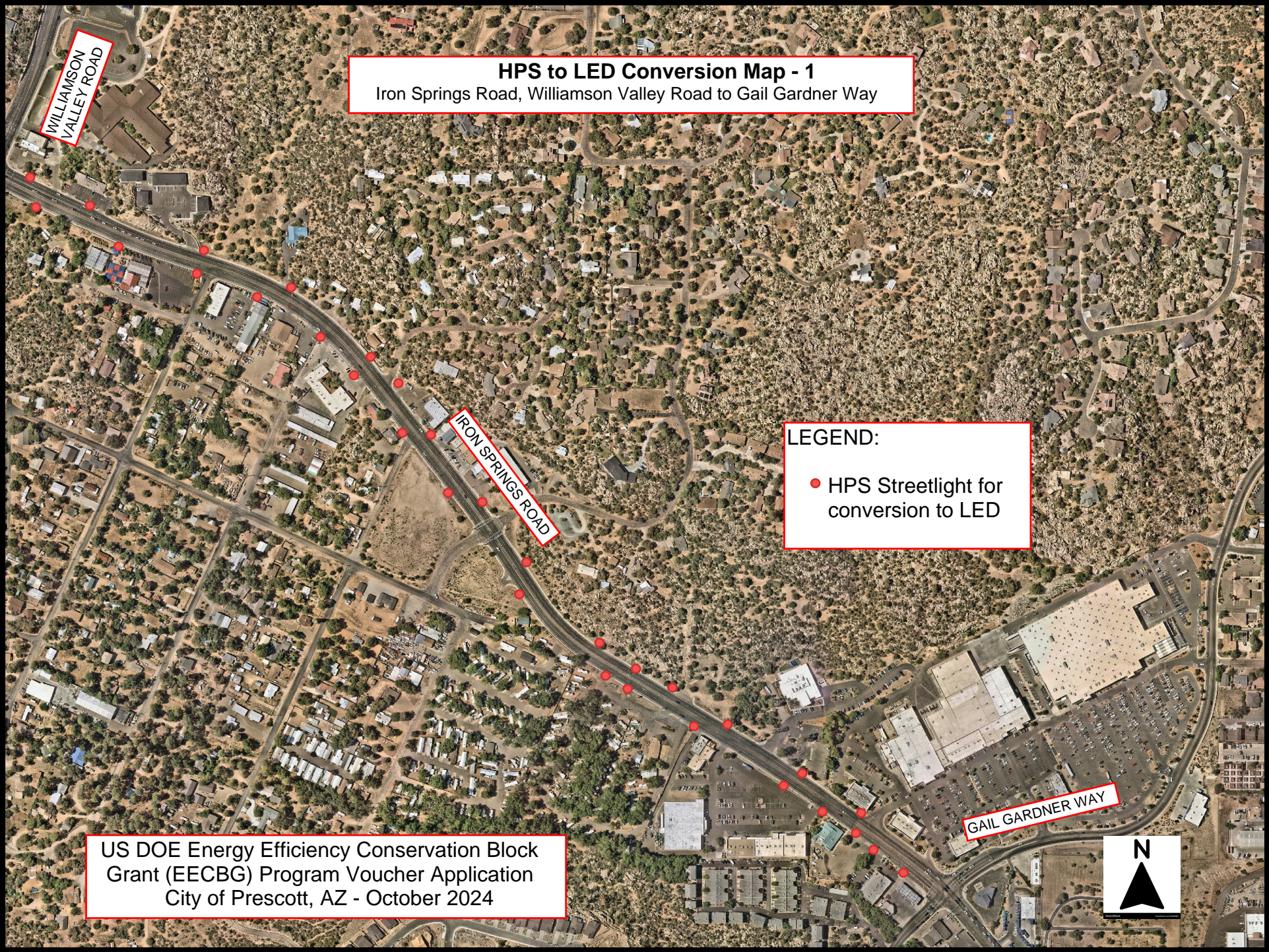
Funding for this purchase will come from the Streetlight Project Account 2155410-8290-09616, within the Streets Fund. Once the purchase is completed and the EECBG Voucher is submitted, the material cost will be reimbursed by the program. The total cost of the materials is eligible for federal reimbursement.

RECOMMENDED ACTION

MOVE to approve City Purchase Order No. 2260522

ATTACHMENTS

1. Iron Springs GG to WVR Map 1
2. Miller Valley Road ISR to Gurley Map 2
3. 220205-Contract-CLARK ELECTRIC SALES INC Renewal through June 2026
4. Clark Quote 18812 Revised - GE Streetlights -
5. PO2260522



HPS to LED Conversion Map - 1
Iron Springs Road, Williamson Valley Road to Gail Gardner Way

LEGEND:

- HPS Streetlight for conversion to LED

US DOE Energy Efficiency Conservation Block Grant (EECBG) Program Voucher Application
City of Prescott, AZ - October 2024



IRON SPRINGS ROAD

HPS to LED Conversion Map - 2
Grove Avenue, Iron Springs Road to Gurley Street

MILLER VALLEY ROAD

LEGEND:
● HPS Streetlight for conversion to LED

US DOE Energy Efficiency Conservation Block Grant (EECBG) Program Voucher Application
City of Prescott, AZ - October 2024

GURLEY STREET



SERIAL 220205-C TRAFFIC SIGNAL HEADS AND COMPONENTS

DATE OF LAST REVISION: June 26, 2025

CONTRACT END DATE: June 30, 2026

CONTRACT PERIOD THROUGH JUNE 30, ~~2024~~ ~~2025~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRAFFIC SIGNAL HEADS AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 15, 2023 (Eff. 07/01/2023)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

RB/mm
Attach

Copy to: Office of Procurement Services
 Martie Billings, MCDOT
 Efren Guevara, MCDOT
 Caitlin Brady, MCDOT

(Please remove Serial 180249-C from your contract notebooks)

CLARK ELECTRIC SALES INC, 20827 N CAVE CREEK ROAD SUITE #105, PHOENIX, AZ 85024

COMPANY NAME:	Clark Electric Sales, Inc.
DOING BUSINESS AS (dba):	Clark Transportation Solutions
MAILING ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
REMIT TO ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
TELEPHONE NUMBER:	480-347-9765
FAX NUMBER:	480-284-7628
WWW ADDRESS:	www.clarktransportationsolutions.com
REPRESENTATIVE NAME:	Scott Clark
REPRESENTATIVE TELEPHONE NUMBER:	480-347-9765
REPRESENTATIVE EMAIL ADDRESS	scott.clark@clark-inc.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

1st call for all Traffic Signal Head Types and Pedestrian Signal Heads.

Estimated Quantities

Title	Unit Price	Unit Price Eff. 06/26/25	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$532.00	\$548.00	48	each	Manufacturer Name: McCain Model Number: F with II Mount
12 or More Traffic Signal Heads Type "G"	\$763.00	\$786.00	12	each	Manufacturer Name: McCain Model Number: G with II Mount
16 or More Traffic Signal Heads Type "G"	\$652.00	\$672.00	16	each	Manufacturer Name: McCain Model Number: G
16 or More Traffic Signal Heads Type "R"	\$538.00	\$555.00	16	each	Manufacturer Name: McCain Model Number: R with II Mount
96 or More Traffic Signal Heads Type "F"	\$421.00	\$434.00	96	each	Manufacturer Name: McCain Model Number: F
16 or More Traffic Signal Heads Type "Q"	\$832.00	\$857.00	16	each	Manufacturer Name: McCain Model Number: Q with II Mount
32 or More Traffic Signal Heads Type "Q"	\$721.00	\$743.00	32	each	Manufacturer Name: McCain Model Number: Q
32 or More Traffic Signal Heads Type "R"	\$426.00	\$439.00	32	each	Manufacturer Name: McCain Model Number: R
48 or More Pedestrian Signal Heads	\$268.00	\$285.00	48	each	Manufacturer Name: McCain Model Number: Ped

Delivery Days

Title	Qty	UofM	Bidder Notes
Delivery Days	1	day	60 days

CLARK ELECTRIC SALES INC

Warranty

Title	Qty	UofM	Bidder Notes
Warranty	1	year	1 year

Blanket Discounts

Title	Unit Price	Qty	UofM
Blanket Discount for Related Supplies	5.00%	1	blanket

Clark Transportation Solutions Manufacturer Table
MCDOT 220205-C

Manufacturer	Product Category	Discount %	Manufacturer Website
Carmanah	Traffic Warning Systems	5%	https://carmanah.com/
Clark Transportation Solutions	Traffic Products	5%	http://www.clarktransportationsolutions.com/
Eltec	Traffic Warning Systems	5%	https://elteccorp.com/
Encom Wireless	Broadband Radios & Antennas	5%	https://www.encomwireless.com/encomnew/
EtherWAN	Communications Products	5%	https://www.etherwan.com/us
Fisher Pearce	Lighting products	0%	https://www.fpoc.com/
GE	LED Signal Modules	5%	https://products.gecurrent.com/transportation-lighting/led-traffic-signals
Genetec	Signal Equip & Components	5%	https://www.genetec.com/
Gridsmart	Video Detection Equipment	5%	https://gridsmart.com/
Halo	Anchor Bolts	0%	https://halosp.com/
Marathon	UPS	5%	https://www.marathon-power.com/
McCain	Traffic Products	5%	https://www.mccain-inc.com/
MG Squared	CCTV Lowering Products	0%	http://www.mgsquared.com/
Ripley Lighting	Lighting products	0%	https://www.ripleylightingcontrols.com/
Sierra Wireless	Traffic Products	5%	https://www.sierrawireless.com/
SkyBracket	Traffic Mounting Brackets	5%	https://www.skybracket.com/
Southern Manufacturing	ITS Cabinets	5%	http://www.southernmfg.com/
Southwest Fabrication	Poles	0%	https://www.sw-fab.com/
Stratus	Lighting Products	5%	https://s-steel.com/
StrongBox	Enclosures	5%	https://strongbox.com/
Swarco	Traffic Products	5%	https://www.swarco.com/
Urban Solar	Lighting Products	5%	https://www.urbansolarcorp.com/
Valmont	Poles	0%	http://www.valmont.com/
WTI	CCTV Cameras	5%	http://www.gotowti.com/

PRICING SHEET: NIGP CODE 55085

Terms: NET 30 DAYS

Vendor Number VC0000006609

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2024 2025 2026.**

TRAFFIC SIGNAL HEADS AND COMPONENTS

1.0 INTENT

- 1.1 The intent of this invitation for bids is to establish a source or sources for Traffic Signal Heads & Components for Maricopa County Department of Transportation (MCDOT) as specifically listed herein. Task orders and or quote request will be issued to awarded vendor/s prior to purchases.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.16 and 3.17 below).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.4 Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS

2.1 TRAFFIC SIGNAL HEAD

2.1.1 Description

Vehicular traffic signal heads shall be assembled of standard 12-inch lens size signal sections with the number of sections or combination of sections specified on the signal plan. Traffic Signal Standard Drawings Number 4773 (Exhibit 7), Traffic Signal Standard Drawings Number 4774 (Exhibit 10), Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8), and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9), and Section 475, 476, 477 found in the MCDOT Supplement to the MAG Specifications 2023 https://www.maricopa.gov/DocumentCenter/View/80457/MCDOT_2023_Supplement_MAG_Specs (Attachment E) and details for Public Works Construction Institute of Transportation Engineers (ITE) www.ite.org and the provisions of these specifications.

2.1.2 Standard Signal Section

2.1.2.1 Housing: Per Supplement to MAG Section 476.2.1 (A)

2.1.2.2 A standard 12-inch signal section shall be a one-piece housing with hinged door for housing all optical and electrical components.

2.1.2.3 Both the one-piece signal section housing and door shall be fabricated of corrosive resistant die cast aluminum conforming to ITE Standards. The top and bottom of the housing shall have openings to accommodate standard one and one-half-inch pipe size fitting. Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section. The housing door shall be hinged to the signal section housing by stainless steel roll pins and hinge lugs integrally cast on the left side of the door and housing. Latch jaws shall be cast on the right side of each door.

- 2.1.2.4 A corrosion resistant latch screws and wing nuts on the right side of the housing shall provide for opening and closing of the door (12-inch sections require two latching bolts). A gasket groove on the inside of the door shall accommodate a neoprene gasket to form a positive seal between the door and signal housing when the door is closed and latched. Four quick-change type lens clips and four stainless steel screws shall be provided for securing the lens and lens gasket in the door lens opening. Four stainless steel washer head-type screws shall be provided to secure the signal visor. Signal section housings shall be fastened together by two-cadmium cloverleaf style plated clamping washers and three carriage bolts and lock washers. Each complete signal head assembly shall be predrilled to accommodate 10/32 stainless steel self-tapping screws for mounting of signal back-plate
- 2.1.2.5 All signal sections and visors shall be painted gloss black. The inside of the visor shall be painted luster-less black.
- 2.1.3 Visors: Per Supplement to MAG Section 476.2.1 (B)
 - 2.1.3.1 A visor conforming to the requirements of the Traffic Signal Standard Drawings Number 4774 (Exhibit 10). Each signal section shall have a tunnel type visor with a five-to-seven-degree downward tilt provided.
 - 2.1.3.2 Unless otherwise specified, 12-inch signal sections shall be furnished with 9 ½ - 12-inch long visors. All visors shall have twist on attaching ears and shall be secured to the face of the signal door with stainless steel washer head type machine screws.
- 2.1.4 Backplates: Per Supplement to MAG Section 476.2.1 (C)

Backplates and backplate mounting hardware shall be furnished with each vehicular signal head assembly. The back plate shall be fabricated of aluminum. Five-inch border louvered back plates shall be provided for 12-inch signal head assemblies. All back plates shall be painted dull black.
- 2.1.5 Elevator Plumbizer: Per Supplement to MAG Section 476.2.1 (D)

An elevator plumbizer conforming to the requirements of the Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8) and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9) shall be installed in all 12-inch signal heads. The plumbizer elongated through bolt hole shall be positioned to align with the signal pole mast arm bolt hole (drilled two and three-eighths inches from the end of the mast arm. The plumbizer signal head mounting position shall be in accordance with the requirements of the Traffic Signal Standard Drawings Number 4773 (Exhibit 7).
- 2.1.6 Light-Emitting Diode (LED) Module: Per Supplement to MAG Section 476.2.2
 - 2.1.6.1 LED traffic signal modules shall be designed to fit traffic signal housings that meet MCDOT specifications. The module shall be weather tight and shall fit securely in the housing and shall have wire leads long enough for easy connection to the traffic signal head wire terminal block. The wire shall have crimped-on terminal connectors. The LED signal module shall be a single, self-contained device. The power supply shall be integral to the sealed LED module.

- 2.1.6.2 The contractor shall ensure that the date of installation is filled in on the module label on each LED module. Multiple color modules are not permitted.
- 2.1.6.3 The LED lamp unit shall be a single self-contained device, not requiring on-site assembly for installation. The assembly and manufacturing process for LED Traffic Signal Lamp unit assembly shall be such as to withstand mechanical shock and vibration caused by winds up to 80 miles per hour (mph). Signal lens shall be convex to minimize sunlight reflectance.
- 2.1.6.4 The LED shall be manufactured using aluminum gallium indium phosphide (AlInGaP) Technology or equal with low susceptibility to temperature degradation (aluminum gallium arsenide (AlGaS) LEDs will not be allowed). The LED signal lamps will be provided in three colors: red, yellow, and green.
- 2.1.6.5 Each LED traffic signal lamp shall meet the minimum laboratory light intensity values, color (chromatically), and light output distribution per current ITE Standards. Each LED traffic signal lamp shall meet the minimum requirements for light output for the entire range of allowed voltage.
- 2.1.6.6 Each unit shall incorporate a regulated power supply engineered to electrically protect the LEDs and maintain a safe and reliable operation. The power supply shall provide capacitor filtered Direct Current (DC) regulated current to the LEDs per the LEDs manufacturer's specification. MCDOT does not require the unit be dimmable.
- 2.1.6.7 The LED traffic signal lamp shall operate on a 60 Hertz (Hz) Alternating Current (AC) line voltage ranging from 80 volts root-mean-square (RMS) to 135 volts RMS. The circuitry shall prevent flickering over this voltage range. Nominal rated voltage for all measurements shall be 117 volts RMS.
- 2.1.6.8 The LED traffic signal lamp unit shall be operationally compatible with controllers and conflict monitors used by MCDOT.
- 2.1.6.9 The LED lamp units shall contain a disconnect that will show an open switch to the conflict monitor when less than 60 percent of the LEDs in the unit are operational.
- 2.1.6.10 Two captive, color coded, three feet long, 600 Volts (V), 18 American Wire Gauge (AWG) minimum jacketed wires, conforming to the National Electrical Code (NEC), rated for service at 105 degrees Celsius, are to be provided for an electrical connection.
- 2.1.6.11 One Schematic diagram shall be provided for each LED lamp unit along with any necessary installation instructions. The LED shall operate with a minimum 0.90 power factor. Total harmonic distortion (current and voltage) induced into an AC power line by a signal module shall not exceed 20 percent.
- 2.1.6.12 LED modules shall have female quick-disconnect type terminals.
- 2.1.6.13 Pedestrian signal modules shall be count-down per current ITE standard.

- 2.1.7 Pedestrian Signal Head: Per Supplement to MAG Section 476.2.3
 - 2.1.7.1 Pedestrian signal heads shall be manufactured from aluminum, painted gloss black.
 - 2.1.7.2 Heads shall be 16-inch housing (15.8-inch height (H) x17.4-inch wide (W) x7.3-inch depth (D)).
 - 2.1.7.3 Doors shall be constructed of aluminum and shall be attached with two each stainless-steel pins (detent style clevis or roll).
 - 2.1.7.4 Terminal block shall be mounted in the rear of the housing and shall have quick-disconnect male terminals on one side and screw clamps on the other side.
 - 2.1.7.5 Pedestrian heads shall have an egg-crate style visor mounted to the front of the door.
 - 2.1.7.6 Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section.
- 2.1.8 Battery Backup System (BBS) Metered Service Pedestal: Per Supplement to MAG Section 475
 - 2.1.8.1 Exterior one-eighth inch aluminum and interior panels 14-gauge cold rolled steel electrically welded and reinforced where needed to keep the cabinet corrosion free and watertight and secure on the foundation.
 - 2.1.8.2 Construction shall be National Electrical Manufacturer Association (NEMA) 3-rated (3R), rain tight.
 - 2.1.8.3 All nuts, bolts and screws shall be stainless steel.
 - 2.1.8.4 Nuts, bolts & screws shall not be visible from outside of enclosure.
 - 2.1.8.5 Nameplates shall be mounted to the door under each breaker noting the circuit to be fed by the breaker.
 - 2.1.8.6 Control wiring shall be marked at both ends by permanent wire markers.
 - 2.1.8.7 A plastic covered wiring diagram shall be attached to the inside of the front door.
 - 2.1.8.8 Enclosure shall be factory wired and conform to required NEMA standards.
 - 2.1.8.9 Cabinet shall meet current Electric Utility Service Equipment Requirements Committee (EUERC) requirements.
 - 2.1.8.10 Battery system shall be hot-swap, parallel wired.
 - 2.1.8.11 Cabinet shall fit on existing BBS foundations, as shown in MCDOT Traffic Signal Standard Drawings Number 4724 (Exhibit 5), without modification to conduit or bolt pattern.
- 2.1.9 Led Roadway Lighting: Per Supplement to MAG Section 477
 - 2.1.9.1 Fixtures shall be horizontal, Type III, and shall conform to Illumination Engineering Society Standards.

- 2.1.9.2 The fixture shall be fabricated from a corrosive resistant metal and shall have a baked-on grey enamel finish. Mounting shall be done with an internal two bolt slip fitter at the rear of the fixture capable of attachment to a two-inch inner diameter(ID) pipe.
 - 2.1.9.3 Fixtures shall be wired for use with no photocell and shall be energized from a remote cabinet mounted photo electric cell(PEC).
 - 2.1.9.4 Fixtures shall have a color temperature of 4000 Kelvin (K) at an ambient temperature of 25 degrees Celsius.
 - 2.1.9.5 Fixtures shall have an average illuminance of one and four tenths-foot candles at amounting height of 30 feet and a range from six to two-foot candles in the illuminated zone.
 - 2.1.9.6 Fixture shall have backlight control to restrict illumination at the rear.
 - 2.1.9.7 Fixture shall be capable of operating at sustained ambient temperatures of up to 100 degrees Fahrenheit at a minimum 70 percent lumen output.
- 2.2 Fixtures shall operate at a range of 120-240VAC, and field wiring shall be accessible without removal of the LED array.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY

- 3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the purchase order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 3:30 p.m. Mountain Standard Time (MST), Monday through Friday, except on County recognized holidays.
- 3.1.3 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 EXPEDITED DELIVERY

- 3.2.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
- 3.2.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued.

Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

- 3.2.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract serial number
- 3.3.2 Contractor's name and address
- 3.3.3 Department name and address
- 3.3.4 Department purchase order number
- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

3.5 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

3.6 STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the Invitation for Bids.

3.7 DISCONTINUED MATERIALS

- 3.7.1 In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

- 3.7.1.1 Documentation from the manufacturer that the material has been discontinued.
- 3.7.1.2 Documentation that names the replacement material.
- 3.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

3.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

3.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

3.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 WARRANTY

3.8.1 All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship.

3.8.2 The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.5 - Acceptance.

3.8.2.1 The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.8.2.2 The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty for contractors furnishing and supplying parts that have a warranty.. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.9 ORDER CUTOFF INFORMATION

3.9.1 Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.

3.9.2 If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.15 – Termination for Convenience.

3.10 ORDER LEAD-TIME NOTIFICATION

3.10.1 Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

3.11 USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by

the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.12 BACKGROUND CHECK

Bidders/proposers may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

3.13 INVOICES AND PAYMENTS

3.13.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Total amount due

3.13.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.13.3 Payment will only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration website <https://www.maricopa.gov/5169/Vendor-Information>.

3.13.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.13.5 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.14 APPLICABLE TAXES

3.14.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.14.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions

regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.14.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.15 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the department contract administrator.

3.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a term of one year.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed

operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

4.6.10 Certificates of Insurance

4.6.10.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service and pandemic.

4.7.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in

accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.14.1.1 cancel the stop work order; or

4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.14.2 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.16 TERMINATION FOR DEFAULT

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.16.1.2 make progress, so as to endanger performance of this contract; or

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.18 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.19 CONTRACTOR LICENSE REQUIREMENT

4.19.1 The contractor shall procure all permits, insurance, and licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and, as necessary, complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, state, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both

Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

4.19.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.20 SUBCONTRACTING

4.20.1 The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the Pricing Sheet, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.22 ADDITIONS/DELETIONS OF COMMODITIES

The County reserves the right to add and/or delete materials to a contract. If additional materials are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest.

The County, Federal or state auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County will notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.29 RELATIONSHIPS

4.29.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

4.31 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2 have not within a three-year period preceding this contract:

4.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, state or local) transaction or contract; or

4.32.1.2.2 been convicted of violation of any Federal or state antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, state or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;

4.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state or local) terminated for cause or default.

4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.32.3 The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.33.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.34 INFLUENCE

4.34.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

4.34.2 An attempt to influence includes, but is not limited to:

4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.35 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.36 CONFIDENTIAL INFORMATION

4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.36.2 The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.41 FORCED LABOR

4.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.41.2.1 The forced labor of ethnic Uyghurs in the People’s Republic of China.

4.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

4.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

4.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

4.42 **UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION:**

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

4.43 **RELIGIOUS ACTIVITIES:**

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

4.44 **POLITICAL ACTIVITY PROHIBITED:**

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

4.45 EQUAL EMPLOYMENT OPPORTUNITY:

4.45.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.45.2 Contractor shall comply with the following provisions:

4.45.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

4.45.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

4.45.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

4.45.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

4.45.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4.46 CERTIFICATION REGARDING LOBBYING:

4.46.1 Contractor certifies, to the best of their knowledge and belief, that:

4.46.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.46.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.46.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4.46.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

4.47 **CLEAN AIR ACT & CLEAN WATER ACT:**

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.

4.48 **ENERGY POLICY AND CONSERVATION ACT:**

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

4.49 **AVAILABILITY OF FUNDS:**

4.49.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.49.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.50 **CONTRACT DISPUTES:**

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906



20827 N. Cave Creek Rd., Suite 105
 Phoenix AZ 85024
 Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Feb 20, 2026	18812

Name / Address
BRYAN WOODS CITY OF PRESCOTT 433 N. VIRGINIA PRESCOTT AZ 86301 EMail: BRYAN.WOODS@PRESCOTT-AZ.GOV

Rep
SCOTT CLARK

Project
PRESCOTT LED - OCT 2025

Qty	UM	MFG	Type	Part Number	Price	Total
210	E	EVOL-RDW		ERL1013C740AGRAYV1 101W, 12400 LUMENS, 4000K	\$306.00	\$64,260.00
210	E	FISHER		ELL-124 LED MULTIVOLT PHOTOCELL, FAIL ON	\$27.00	\$5,670.00

Subtotal:	\$69,930.00
AZ STATE TAX @ 6.3%	\$4,405.59
PHX CITY TAX @ 2.8%	\$1,958.04

Total Tax:	\$6,363.63
TOTAL:	\$76,293.63

Notes:

PRICING BASED ON COMPETITIVELY BID CONTRACT MCDOT 220205-C INCLUDING 5% GE CONTRACT DISCOUNT.

LEAD TIME 8-10 WEEKS



Purchase Order

Fiscal Year 2026 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Bill To 430NV
City of Prescott
201 N. Montezuma Street, Ste 224
Prescott, AZ 86301

Ship To 430NV
ENGINEERING
CITY OF PRESCOTT
430 NORTH VIRGINIA STREET
PRESCOTT, AZ 86301

Purchase Order Number 02260522
Purchase Order Date 03/04/2026
Department UTILITY OPERATION
Required By 03/04/2026

Vendor 2453
CLARK ELECTRIC SALES, INC.
DBA: CLARK TRANSPORTATION SOLUTIONS
20827 N CAVE CREEK RD STE 105
PHOENIX, AZ 85024

The Above Purchase Order Number Must Appear On all Correspondence - Packing Sheets And Bills Of Lading

Table with 5 columns: VENDOR PHONE NUMBER, VENDOR EMAIL, VENDOR NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE. Row 1: 2453, 1260611

NOTES

TRAFFIC SIGNAL HEADS AND COMPONENT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

Table with 6 columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE. Row 1: 1, TRAFFIC SIGNAL HEADS AND COMPONENTS STREET LIGHT HEADS AND PHOTO CELLS TO BE INSTALLED, 1.0000, LS, \$76,293.6300, \$76,293.63

Approver Name: Sarah Siep

Approval Date: 03/04/2026

Total Ext. Price \$76,293.63

Purchase Order Total \$76,293.63

Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's solicitation; the City's solicitation; and the Contractor's response to the solicitation.

Overages/Underages: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

Schedule: Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of the anticipated delay.

Payment: Invoices will be paid according to early payment discount terms or thirty (30) days after the City's receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items.

Warranties: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

EEO/Discrimination: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Proprietary/Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation (Industrial Insurance) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

Adjustments: The City's Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Waiver: The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

Applicable Law: This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.

Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Gratuities: The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

Termination: For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

Major Emergencies or Disasters: The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

Contractor Immigration Warranty: The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, Employment of Aliens on Public Works Prohibited, and A.R.S. §34-302, as amended, Residence Requirements for Employees. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (Subcontractors) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter Contractor Immigration Warranty). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Facilities
ITEM #: 10.A
SUBJECT: Adoption of Ordinance No. 2026-1936 Approving City Contract No. 2026-178 with Goodwin Street Investments LLC to Lease the Property at 406 W. Goodwin Street for Municipal Court and Related City Offices.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MUNICIPAL COURT LEASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND GOODWIN STREET INVESTMENTS, LLC

ITEM SUMMARY

This item is for the adoption of Ordinance No. 2026-1936 approving City Contract No. 2026-178 with Goodwin Street Investments LLC for the lease of property at 406 W. Goodwin Street for Municipal Court and Related City Offices

BACKGROUND

The City of Prescott City Court is established by Charter and has been housed within the Yavapai County Courthouse pursuant to an intergovernmental agreement between the City and County to share costs and court space. This IGA established the Prescott Consolidated Court, in which the elected Justice of the Peace for the Prescott area was also appointed by the City Council as the City Judge. That IGA has now lapsed, and due to increasing case loads and the requirement for court space, Yavapai County notified the City that it did not intend to renew the consolidated court IGA. The City Court may no longer be housed in the Yavapai County Courthouse, thus requiring the City to find an alternative location.

City Staff began searching for a property that could house the court and related spaces needed for a courthouse. Through the search, staff looked at several locations within the City of Prescott.

The proposed premises consist of a freestanding ±7,600 square foot commercial building located at 406 W. Goodwin Street in downtown Prescott. The lease outlines the general business terms of the agreement between the City of Prescott (Tenant) and Goodwin Street Investments, LLC (Landlord).

The initial lease term is five (5) years, with two (2) five-year extension options at the City's discretion, provided 120-day written notice is given. Rent commencement is scheduled for the earlier of September 1, 2026, or receipt of the Tenant's Certificate of Occupancy.

Base rent is established at \$20.00 per square foot or \$155,800 annually plus tax (\$12,983.33 per month plus 2.95% commercial rental tax), with annual CPI escalations. The CPI Factor is defined as the change in the Annual Average Consumer Price Index—All items in Phoenix-Mesa-Scottsdale, AZ—for all Urban Consumers—Series ID CUURS48ASA0, CUUSS48ASA0 [December 2001=100] (the "CPI-U") for the most recent full calendar year of CPI-U data available compared to the prior

calendar year's Annual Average CPI-U, divided by 100, and multiplied by the prior year annual payment beginning in Year 2 and continuing through any exercised option periods, with a minimum of three percent (3.0%) increase annually.

Under the proposed terms, the Landlord will be responsible for property taxes, building insurance, common area maintenance, roof, structural components, major mechanical systems, fire sprinkler system, and HVAC replacement in the event of complete failure. The City will be responsible for utilities, janitorial services, interior maintenance, and ongoing HVAC servicing. The Landlord will complete specified pre-occupancy improvements, including delivery of HVAC units in good working order, roof leak-free condition, operational drains, and broom-clean condition. The City will complete tenant improvements at its sole expense, subject to landlord approval and all applicable City permitting requirements. The lease agreement also includes a first right of refusal for the City to purchase the property during the term and any exercised extensions.

FINANCIAL IMPACT

Monthly rent payments of \$13,366.33 including tax begin September 1, 2026 for the first year, annually increased by the CPI factor. Tenant improvements will be in addition to this monthly lease payment. This will be an operating budget increase for the Court for fiscal year 2027 and the tenant improvements will be a capital budget request partially beginning in fiscal year 2026 and continuing in fiscal year 2027.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2026-1936

ATTACHMENTS

1. City Contract No. 2026-178_Court Lease Agreement
2. Ordinance No. 2026-1936_City Court Lease Agreement

LEASE AGREEMENT (City Contract No. 2026-178)

THIS LEASE AGREEMENT is made by and between **GOODWIN STREET INVESTMENTS, LLC an Arizona Limited Liability Company**, hereinafter referred to as LESSOR and the **CITY OF PRESCOTT, a municipal corporation in the State of Arizona**, hereinafter referred to as LESSEE.

RECITALS

A. LESSOR is the Owner of the following described property (the “Demised Premises”), which comprises the real property and improvements located at **406 W. Goodwin Street, Prescott, AZ**, (approximating 7,600 square feet).

Subject to any and all reservations, restrictions, easements rights of way, limitations and conditions of record.

B. LESSEE desires to lease the Demised Premises from LESSOR.

1. PROPERTY LEASED

A. Demised Premises

LESSOR leases and rents to LESSEE and LESSEE leases and rents from LESSOR the Demised Premises described in paragraph A above.

B. Covenant of quiet enjoyment.

Subject to the due performance of all the terms and conditions of this Lease, LESSOR covenants the LESSEE shall be entitled to the peaceful enjoyment and undisturbed possession of the premises during the term of this Lease.

2. TERM OF THIS LEASE

A. The term of this Lease is as follows:

The Lease term shall commence as of the Commencement Date (as defined in paragraph 2.2 below) and shall continue for an initial term of **Five (5) years**.

2.1 Commencement Date

Commencement Date of the leased premises shall be on **September 1, 2026**. Possession shall be on **June 1, 2026, giving time for LESSEE to make necessary improvements to the Demised Premises. Rent payment shall begin on September 1, 2026, or the first day upon which Demised Premises is used as a municipal court, whichever date is earlier**, and occur only upon payment of the initial first month’s rent and security deposits, transfer of utilities in the LESSEE’s name and proof of insurance. Should Lessor deliver the premises any time after June 1, 2026, the Rent Commencement date shall be extended by the number of days beyond the June 1, 2026, Possession date.

2.2 Holdover

Any holdover at the expiration of the lease term with the consent of the LESSOR shall be on a month-to-month basis. Any holdover tenancy may be terminated by LESSOR giving LESSEE not less than thirty (30) days’ notice. During any such holdover tenancy, LESSEE agrees to pay monthly to LESSOR rentals and other charges in the same manner as provided in the Lease and agrees to continue to be bound by all the terms of this Lease so far as are then applicable.

3. CONSIDERATION AND RENEWAL

A. As for rental hereunder during the initial term of this Lease, LESSEE agrees to pay to LESSOR, within the time and in the manner hereinafter specified:

B.

I. \$ **12,983.33** Security Deposit is to be paid upon signing of this lease.

II. \$ **155,800.00** per year Rent, **\$2.95%** Rental Tax, for a total monthly payment of \$ **13,366.33** to be paid the first day of each month, commencing September 1, 2026, or LESSEE’s receipt of COO, whichever occurs first. Rent shall include all NNN charges with the exception of electric, gas, water/sewer/trash, internet and interior janitorial which shall be at the expense of the LESSEE.

- C. Rent shall increase one year after the Effective Date and then each year thereafter by the CPI Factor. The CPI Factor is defined as the change in the Annual Average Consumer Price Index—All items in Phoenix-Mesa Scottsdale, AZ—for all Urban Consumers—Series ID CUURS48ASA0, CUUSS48ASA0 [December 2001=100] (the “CPI-U”) for the most recent full calendar year of CPI-U data available compared to the prior calendar year’s Annual Average CPI-U, divided by 100, and multiplied by the prior year annual payment.
- D. At the end of the initial lease term, LESSEE has the option to renew this Lease for two (2) additional **Five (5) Year Terms**. LESSEE to inform LESSOR in writing of the desire to renew said lease within 120 days of the expiration of the initial Lease, under the same terms and conditions provided in this Lease Agreement, excepting the amount of rental which is to be increased by **the amount noted in 3.2(C)**. In addition to Gross Rent, the LESSEE shall be responsible for the payment of the monthly Rental Tax amount of 2.95% or whatever the current rate at the time is of the Gross Rent amount.

The provisions of this lease, which govern the initial period of the term, shall govern the renewal periods providing that there shall be no further option to renew after the last renewal contemplated. In the event LESSEE fails to renew this Lease in accordance with the terms herein, then in that event, LESSOR shall have a right to show the Demised Premises to prospective lessees, and/or purchasers during the balance of the terms of the Lease.

3.1 LATE CHARGES AND PENALTIES

In the event a rental payment is not paid within 10 days of the due date as hereinabove provided, then in that event, LESSEE shall pay a penalty in the sum of Two Hundred Dollars (\$200.00), then Ten Dollars (\$10.00) per day beginning on the 5th day and any legal fees incurred in connection with the collection of said rent. Said penalties shall be due and payable at the same time as the rental payment on which it is assessed, and, in the event a rental payment check is returned to LESSOR uncashed for any reason, then in that event LESSEE shall pay to LESSOR the sum of \$25.00 per check as and for liquidated damages.

3.2 ADDITIONAL CHARGES

A. In addition to the other rents and charges paid by LESSEE, LESSEE shall pay to LESSOR, at the same time the rent provided for in Section Three (3) above is due hereunder, a sum equal to the amount which LESSOR may be caused to pay for any privilege tax, sales tax, gross proceeds tax, rent tax, or like tax (but not including income or estate tax) hereafter levied, assessed or imposed by any federal, state, county, or municipal governmental authority, upon any rent or other charges required to be paid under this Lease Currently at **2.95% Rental Tax – Arizona Department of Revenue**

4. THE PREMISES

4.1 USE

A. LESSEE shall use the Demised Premises for **a municipal court, offices, and other government offices** and any other uses determined by the LESSEE. If other uses besides those described above are contemplated, such usage shall be appropriate for the Premises and shall be approved by the LESSOR prior to the LESSEE’S making any changes, such changes also requiring prior approval of the LESSOR and is also in compliance with all applicable land use and zoning laws, rules and regulations.

4.2 REPAIRS AND MAINTENANCE

A. LESSEE shall keep and maintain the Demised Premises herein in good repair and condition, including replacement of any broken windows or glasswork. LESSEE shall return the property herein leased to LESSOR at the end of the term or any extension thereof, in as good condition as when possession thereof was received by LESSEE, reasonable wear and usage accepted.

B. LESSOR shall have the responsibility of maintaining and repairing the roof and the exterior walls. LESSEE shall be responsible for maintaining and repairing the heating and cooling units, electrical and plumbing. All common areas which are not included in the Demised Premises are under total control of the

LESSOR. LESSEE shall be responsible for trash/garbage pickup, electric, gas, fire system and fire security monitoring, in addition to pay for interior and external maintenance, internal janitorial, internet, cable and telephone. Notwithstanding anything to the contrary herein provided, any problems or damage to the Demised Premises or the personal property contained therein, which is a result of the negligence of LESSEE, its agents, employees or invitees shall be the responsibility of and repaired at the expense of LESSEE.

C. In the case of extended years of the Lease, interior maintenance such as paint, flooring, blinds, etc. shall be the responsibility of the LESSEE.

D. LESSEE shall install, at LESSEE'S expense, all window coverings, signs, shelving, counters, fixtures, and equipment as may be required in connection with the operation of LESSEE'S business. At the termination of this Lease by expiration or otherwise, and if LESSEE is not then in default, LESSEE shall have the right to remove from the premises all detachable personal property belonging to it, but permanently installed partitions, and other attached fixtures shall remain in and on the leased premises and shall remain property of LESSOR. LESSEE shall repair and replace at LESSEE'S expense any portion of the premises which may be damaged by the removal of any detachable personal property belonging to LESSEE, to leave the premises in good condition, reasonable wear and tear excepted.

Decorating by LESSEE is subject to the provisions of Paragraph 4.3 below. At LESSEE'S expense, window shades are to be of same color and manufacture in each unit for conformity and aesthetics of the Demised Premises. LESSOR shall first approve such window shades. In connection with the installation of signs, LESSEE agrees that it, at its expense, shall install only one sign on the exterior of each of said property. All signage shall comply with the rules and regulations regarding signage promulgated by the City of Prescott.

E. LESSEE shall pay all utilities, license, permit and inspection fees assessed or charged by reason of LESSEE'S use or occupancy of said premises, together with all taxes and assessments levied on or against the property of LESSEE located on the leased premises.

4.3 ALTERATIONS

LESSEE shall not alter or renovate the exterior nor interior of the Demised Premises without prior written consent of the LESSOR which consent shall not be unreasonably withheld, with the understanding that Demised Premises shall be renovated into a municipal court. LESSEE shall not at any time make any alteration, rebuilding, replacement, change, addition or improvement in or to the Demised Premises unless:

A. The work shall be performed by a Licensed Commercial Contractor, at LESSEE'S sole expense, and shall not weaken or impair the structural strength or lessen the value of the Demised Premises at the time, or change the purpose for which such building may be used, and,

B. The work shall be done according to plans and specifications, that shall be first submitted to and approved in writing by LESSOR, and, if permit is required by the City of Prescott, LESSEE shall ensure that such permit is obtained.

C. Before the commencement of any such work, the plans and specifications shall be approved by all appropriate governmental authorities and any public utility companies, and,

D. Before the commencement of any such work LESSEE shall pay the amount of any increase in premiums on insurance policies on account of endorsements to be made covering the risk during the work, and workmen's compensation insurance covering all persons employed in connection with the work, and,

E. If the estimated cost of the work shall exceed \$25,000.00, LESSEE shall furnish to LESSOR a surety bond in a company acceptable to LESSOR, in an amount equal to the estimated cost of the work, or other security satisfactory to LESSOR, guaranteeing the completion of the work, free and clear of all liens and encumbrances, or,

F. With respect to each contract for labor, services, materials, or supplies in connection with any alteration, addition, or improvement that shall contemplate or call for an aggregate

expenditure of more than \$25,000.00 before the commencement of any work, LESSEE shall deliver to LESSOR either (1) a duplicate original of a contract that shall provide no lien or claim shall be created or arise or be filed by anyone upon or against the Demised Premises or any of the equipment or (2) a written waiver by the architect, engineer, contractor, subcontractor, materialman, mechanic, or other person contracting to furnish such labor, services, materials or supplies, of all right of lien that he/she or it might otherwise have upon or against the Demised Premises or the improvements to be altered, repaired, improved or constructed, on the interest of LESSOR.

G. All buildings, alterations, replacements, additions, improvements, and appurtenances on or to the Demised Premises at the commencement of the term, and that may be erected, installed or affixed on or to the Demised Premises during the term, excepting only moveable fixtures and equipment belonging to the LESSEE, whether installed by the LESSOR or the LESSEE, shall be LESSOR'S property, and shall remain upon the premises upon termination of this Lease; except, however, that at LESSOR'S option, LESSEE shall, at LESSEE'S expense, when surrendering the Demised Premises, remove from the Demised Premises all partitions, counters, railings, etc., installed by LESSEE; and that all damages or injury done to the Demised Premises by LESSEE, or by any person who may be in or upon said premises with the consent of the LESSEE or through the negligence of LESSEE, shall be paid for by LESSEE; and that LESSEE shall, at the termination of this Lease, surrender said premises to LESSOR in as good condition as when received, reasonable wear and tear excepted.

H. LESSOR shall, at its cost, make any alterations to the Premises and building necessary or appropriate in order to comply with the requirements of the Americans With Disabilities Act and related or similar laws, rules and regulations.

4.4 LIENS

Should LESSEE cause any alterations, replacements, additions, improvements or repairs to be made to the Demised Premises, or cause any labor to be performed on or material to be furnished to the Demised Premises, neither LESSOR nor the Demised Premises shall under any circumstances be liable for the payment of any expense incurred, but all such alterations, replacements, additions, improvements, repairs, labor and materials, shall be made and performed at LESSEE'S expense. If, because of any act or omission of LESSEE, any mechanic's or other lien, charge or order for the Payment of money shall be filed against the Demised Premises or improvements on it or against LESSOR; LESSEE shall, at its own expense, cause the lien, charge or order to be canceled and discharged of record or bonded within ten (10) days after notice of filing. In the event LESSEE fails to remove such lien, charge or order within ten (10) days after notice of filing, LESSOR may, at its sole discretion, pay any sum or money or do any act required to remove such lien, charge or order. Such expenses or sums paid by LESSOR shall give rise to an interest-bearing debt from LESSEE to LESSOR as provided in Section 17 of this Lease Agreement.

4.5 INSPECTION

LESSOR or its representative shall have the right to enter the Demised Premises at reasonable hours of any business day, at a time mutually agreed upon by the parties so as to not interrupt court services, during the term of the Lease to determine if the premises are in proper repair and condition.

4.6 LICENSE AND LAWS

LESSEE shall, at its own expense, obtain all necessary licenses and/or permits that may be required for the conduct of its business. LESSEE shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of governmental authorities having jurisdiction over the Demised Premises or appurtenances or any part of it or the conduct of LESSEE'S business.

4.7 DAMAGE OR DESTRUCTION

A. If the Premises or any other part of the project, are destroyed, damaged, or condemned so that the Premises become partially or totally untenable or so that LESSEE'S business cannot reasonably function, LESSEE shall have the right to terminate the Lease. However, if such destruction, damage or condemnation can be repaired within sixty (60) days, LESSEE shall be entitled to a proportionate reduction of rent until the Premises are restored but shall not have the right to terminate the Lease.

B. If any essential services (related to water or sewer of Demised Premises such as the lateral or service connections) are interrupted and the interruption does not result from the negligence or willful misconduct of LESSEE, its employees, invites, or agents, LESSEE shall be entitled to an abatement of rent and additional rent. The abatement shall begin on the fourth (4th) consecutive business day of the interruption or when LESSEE stops using the Premises or curtails such use because of the interruption. LESSEE shall have the option to cancel the Lease if the interruption unreasonably and materially interferes with LESSEE'S use or access to the Premises for at least ten (10) consecutive days from the end of the four (4) day period.

4.8 WARRANTIES: DISCLAIMER

A. LESSOR shall provide LESSEE with the benefit of any warranties provided by any building contractor as a part of the construction, alteration or improvement of the Demised Premises, if any such warranties exist. LESSOR expressly disclaims any other warranty, either express or implied, and LESSEE acknowledges that neither LESSOR nor its agents have made any representations or promises with respect to the Demised Premises, and no rights, easements or licenses are acquired by LESSEE by implication. The taking possession of the Demised Premises by LESSEE shall be conclusive evidence, as between LESSOR and LESSEE, their successors or any permitted assigns that the LESSEE has accepted the premises "AS IS".

B. LESSOR represents and warrants that (I) the Demised Premises has not been used to treat, produce, handle, transfer, process or otherwise release any hazardous substance or waste (as defined in any applicable environmental law, rule or regulation) including asbestos and that no such substance or waste is present on or under the Demised Premises, and (II) the Demised Premises and the building are in compliance with all applicable environmental law, rules and regulations, LESSOR shall indemnify LESSEE from any liability related to the building or the Demised Premises for violation of such laws, rules and regulations resulting from actions by persons other than LESSEE.

5. INSURANCE

5.1 During the term, LESSEE, at its own cost and expense, shall:

A. Keep all of LESSEE'S personal and improvements located on or appurtenant to the Demised Premises insured against loss or damage by perils of fire, lightning, wind, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief in an amount sufficient to cover the cost of replacing said items without deduction of depreciation.

B. Provide and keep in force comprehensive general public liability insurance with an insurer approved by LESSOR, against claims for personal injury, death or property damage occurring on, in or about the Demised Premises or the adjoining streets, property and passageways, and, such insurance shall afford minimum protection, during the term of this Lease, of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage, and One Million Dollars,(1,000,000.00) Aggregate. Such coverage may be carried/provided by a "blanket policy", "excess" or "umbrella policy". LESSEE shall furnish to LESSOR a certificate showing that the aforementioned liability insurance is in force and effect at all times during the terms of this Lease, together with receipts, or copies thereof, showing that the premiums on such insurance have been paid before becoming delinquent. Said certificate shall contain an endorsement providing that LESSOR shall be given thirty (30) days' notice of cancellation of the policy for any reason. The LESSEE agrees to pay the premiums as they accrue, and if not paid, the LESSOR may, at its option, pay such premiums. Such accrued premiums, whether paid by LESSOR, shall be deemed additional rent and due and payable on the next rent day. Payment of such premiums by the LESSOR shall not be deemed a waiver of the default in payment by the LESSEE, and the LESSOR, whether he shall have paid such premiums, shall have recourse to all remedies hereinbefore and hereinafter provided in the event of default by the LESSEE in the performance of the terms and conditions of this Lease.

C. LESSOR shall maintain fire and casualty insurance in an amount not less than the full replacement value of the Demised Premises, and liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limits. LESSEE acknowledges that LESSOR is not providing insurance coverage of any kind, casualty or liability, which insures or is for the benefit of LESSEE.

D. LESSOR shall have the ability to bill LESSEE annually, for LESSEE's prorated share of any property insurance expense increase, only if such increase exceeds four percent (4.0%) annually and not to exceed \$1500 per year. Prorated share is to be calculated with LESSEE's square footage of 7,600 square feet as the numerator and the total square footage of Park Plaza Shopping Center as the denominator.

6. ENFORCEMENT/DEFAULT

6.1

A. The parties agree that the covenants to be performed by LESSEE are independent of the covenants to be performed by LESSOR and that performance by LESSOR is not a condition precedent to performance by LESSEE.

B. The LESSEE will promptly pay the rental payments and other sums/payments provided herein and will fulfill and perform all the agreements herein contained by it to be performed. If at any time during the term of this Lease, the rental provided hereunder, or any part thereof, shall not be promptly paid when due, and if such failure to pay rent or such other sums shall continue for ten (10) days after written notice thereof from LESSOR to LESSEE, or if the LESSEE shall fail to perform any of the other terms, conditions or covenants herein contained to be kept and performed by the LESSEE (non-monetary defaults), and if such failure to perform shall continue for thirty (30) days after written notice thereof from LESSOR to LESSEE, it shall be lawful and optional for the LESSOR, without further notice, to:

(1) terminate the Lease, take possession of the Premises and bring a proceeding to collect its reasonable expenses for reletting, and/or repairs which are the LESSOR'S obligation under the Lease and for reasonable renovations/refitting of the Demised Premises in which event LESSEE shall have no liability for rent for the period after such termination, or;

(2) LESSOR may bring a proceeding to collect past due installments of rent and for the right to collect future installments as they become due.

(3) LESSOR, in any successful action between the parties hereto, for the enforcement of any of the terms and conditions of this Lease, is entitled to reasonable attorney and other related fees. Such fees shall be added to and made a part of the allowable costs in such action.

C. LESSEE shall also be in default of the terms of the Lease if involuntary proceedings under any insolvency act or for the dissolution of the corporation shall be instituted against LESSEE or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE and such proceedings shall not be dismissed, or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment.

D. The periods of time hereinabove provided, except those pertaining to monetary defaults, shall be extended for a reasonable time if LESSEE is diligently pursuing a course of action to cure same.

7. CONDEMNATION

7.1 In the event the Demised Premises or any part of it shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by settlement agreement between LESSOR and those authorized to exercise such right, LESSOR shall be entitled to collect the entire award made without deduction for any estate vested in or owned by LESSEE, subject to the rights of the holder of any mortgage to which this Lease is or shall be subject and subordinate, and subject also to LESSEE'S rights. LESSEE agrees to execute all documents that may be required in order to facilitate collection by LESSOR of any and all such awards. LESSEE shall have no right to participate in any condemnation proceedings or agreement except for the purpose of protecting LESSEE'S interest.

7.2 If at any time during the term of this Lease, the whole or substantially all the Demised Premises shall be so taken or condemned, this Lease shall terminate and expire on the date upon which title shall vest in the condemning authority and the rent provided to be paid by LESSEE shall be apportioned and paid to such date. For the purposes of this section, "substantially all of the Demised Premises" shall be considered to have been taken if the portion of the Demised Premises not so taken cannot reasonably be used after restoration to complete architectural units for the conduct and operation of LESSEE'S business including necessary accessory parking.

8. SUBORDINATION

This Lease shall be fully subordinate to any mortgage; deeds of trust and/or collateral assignment of lease against the Demised Premises that LESSOR and/or its assigns may have or later obtain upon the Demised Premises. At the request of LESSOR, LESSEE will join in executing, or will execute as appropriate, any and all instruments deemed necessary by LESSOR in a form satisfactory to LESSOR to affect such subordination as may be desired by LESSOR.

9. ASSIGNMENT

9.1 LESSEE may not assign or sublet this Lease without the written consent of LESSOR, which consent shall not be unreasonably withheld. No assignment made with LESSOR'S consent shall be effective until there shall have been delivered to LESSOR an executed counterpart of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee. In the agreement, the assignee shall assume performance of the obligations on the assignor's part to be performed under this Lease.

In the event of any assignment or sublease, the LESSEE named in this Lease shall remain liable for all terms, obligations, conditions, and covenants contained herein.

9.2 LESSEE may, with consent of LESSOR which shall not be unreasonably withheld, sublet or assign this Lease to any corporation or entity which controls, is controlled by, or is under common control with LESSEE. Restrictions in the Lease on subletting or assignment shall not apply to a transfer of all of the stock or substantially all of the assets of LESSEE; however, LESSEE shall, in the event of such an assignment or transfer, notify LESSOR in writing of same and concurrently therewith provide LESSEE with the name, address and telephone number of the Assignee/Transferee and the Assumption Agreement provided for in 10.0 above.

9.3 LESSOR may assign, transfer or sell the Demised Premises without consent of LESSEE, subject to the terms of the Lease Agreement, and, if such assignment does take place, the assignee shall be entitled, on notifying LESSEE, to performance of all of the LESSEE'S obligations hereunder, and, the assignee shall be entitled to all of the rights and remedies and shall perform all obligations of the LESSOR hereunder. Any assignment, transfer, or sale of the Demised Premises by LESSOR shall be subject to and in recognition of LESSEE'S right hereunder. LESSOR agrees to provide first right of refusal to LESSEE for any sale of the Demised Premises and agrees to provide LESSEE a minimum of 90 days to effectuate the necessary approvals for purchase.

10. WAIVER

Waiver of any provisions of this Lease shall not be deemed to have been made by either party unless same is expressed in writing.

11. ABANDONMENT

LESSEE shall not vacate or abandon the Demised Premises at any time during the term of said Lease unless such abandonment is pursuant to the termination of this Lease as herein provided; and, if LESSEE shall abandon, vacate or surrender said Demised Premises, or be dispossessed by process of law, or otherwise, and personal property belonging to LESSEE and left on the Demised Premises shall be abandoned at the option of LESSOR, except such property as may be mortgaged to LESSOR, or such property as may be collateral under a security agreement between LESSEE and a third party. Abandonment hereunder is understood to mean the absence of LESSEE and its employees from the Demised Premises for a period of fifteen (15) or more days while any monies or performance required herein, or as required in all exhibits attached hereto, is in default.

12. SURRENDER

Upon the expiration of the term or terms of this Lease, LESSEE immediately shall surrender up peaceable possession of the Demised Premises, and all buildings and improvements then located hereon, in good condition and repair; provided, however, that LESSEE shall be permitted at any time or times during the term or terms hereof to remove said trade fixtures and other removable personal property as hereinabove provided,

excepting, however, LESSEE shall make such repair to the Demised Premises as occurs in removing such trade fixtures and other removable personal property.

Voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation thereof, shall not work a merger and shall, at the option of LESSOR, terminate all or any existing subleases or subtenancies or may, at the option of LESSOR, operate as an assignment of it or any or all such subleases and subtenancies.

13. LESSOR'S WARRANTY

LESSOR hereby represents and warrants that LESSOR has full right and authority to enter a make this Lease. LESSOR hereby represents and warrants that, as of the commencement of the Lease Term, no person or entity will occupy or claim the right to occupy the Demised Premises or any portion thereof.

14. ENVIRONMENTAL COMPLIANCE

LESSEE, at its sole cost and expense, shall comply with all present and future local, state and federal laws, regulations, ordinances and administrative and judicial orders of any governmental or quasi-governmental agency or authority (collectively "Regulations") applicable to LESSEE or relating to LESSEE'S generation, recycling, use, reuse, storage, handling, transport and disposal on the Demised Premises, of any substance or materials defined or designated as hazardous, toxic or otherwise harmful (collectively "hazardous Materials", by any such Regulations. Notwithstanding anything to the contrary contained herein LESSEE'S obligation to cause the Demised Premises to comply with such applicable governmental standards shall survive the termination of the Lease and is intended to be operable under 42 U.S.C. § 9607 (1), and any successor Paragraph thereof.

LESSEE agrees to provide LESSOR with a copy of any "Hazardous Material Management Plan" or similar document required of LESSEE to be submitted to any governmental agency and copies of all reports, studies and written results of tests or inspections conducted at the Demised Premises with respect to Hazardous Materials, all copies of which shall be delivered to LESSOR promptly following LESSEE'S submission of such documents to requesting governmental agency. LESSEE also agrees to provide LESSOR with copies of any notices pertaining to any governmental proceedings or actions (including requests or demands for entry on the Demised Premises for purposes of inspection) regarding the handling, disposal or cleanup of Hazardous Materials or claims, penalties, fines or assessments for such cleanup costs, within five (5) days after receipt thereof. In addition, LESSEE shall notify LESSOR immediately, within one (1) hour by phone or in person, followed by a written description within 24 hours, of any spill, release, discharge of nonroutine disposal of Hazardous Materials that occur with respect to the Demised Premises or LESSEE'S operations; (2) upon discovery of any occurrence or condition on any property adjoining or in the immediate vicinity of the Demised Premises that could cause the Demised Premises to be subject to restrictions on ownership, occupancy, transferability or use under any Regulations; and (3) any nonroutine regulatory inquiries and nonroutine potential investigations known to LESSEE regarding any aspect of the Demised Premises or LESSEE'S operations as it relates to such Hazardous Materials. This notification does not release LESSEE of regulatory obligations to report such releases to the appropriate federal, state and local agencies. LESSEE shall further cooperate to provide LESSOR with such information as to its operations and practices as may be necessary to enable LESSOR to comply with any environmental reporting requirement imposed on LESSOR.

15. REIMBURSEMENT

15.1 All covenants and terms herein contained to be performed by LESSEE shall be performed by LESSEE at LESSEE'S expense, however, if LESSOR at LESSOR'S option and in its sole discretion shall pay any sum or money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of LESSEE to perform said covenant or term, the sum or sums of monies paid by LESSOR shall give rise to an interest-bearing debt from LESSEE to LESSOR, which debt LESSEE expressly agrees shall be considered as additional rent due LESSOR, and shall be payable by LESSEE to LESSOR on the next succeeding monthly rental payment date. Such advancement by LESSOR shall be prima facie evidence of the necessity therefor, and LESSEE expressly agrees that all such sums so paid by LESSEE shall bear interest at a rate equal to two (2) points above the rate charged by Wall Street Journal to its prime borrowers (the "Prime

Rate”), but in no event more than the rate of twelve percent (12%) per annum from the date of such advancement.

15.2 All rent, additional rent, or other payments not timely made by LESSEE to LESSOR shall bear interest at a rate equal to two (2) points above the rate charged by Wall Street Journal to its prime borrowers (the “Prime Rate”), but in no event more than the rate of twelve percent (12%) per annum from the date of such advancement.

16. TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE of this Lease and every term, covenants, provision and condition hereof.

17. SEVERABILITY

LESSOR and LESSEE agree that in the event any term, covenant, condition or provision herein contained is held to be invalid or void or unenforceable by any court of competent jurisdiction or otherwise, the invalidity of any such term, covenant, condition or provision shall be severable from the remaining term, covenants, condition or provision and shall in no way affect the enforceability of any other terms, covenants, conditions, or provisions.

18. GOVERNING LAW

The laws of the State of Arizona shall govern the validity, performance and enforcement of this Lease.

19. ATTORNEY’S FEES

A. Should either party file a lawsuit or request arbitration arising out of the terms, conditions and covenants contained in this Lease, including but not limited to a lawsuit or request for arbitration for specific performance or damages, then in that event, the prevailing party shall be entitled to a reasonable attorney’s fee which will be set by the court or arbitrator in the tribunal in which the proceeding is filed.

B. The parties hereto agree that any lawsuit, arbitration or mediation arising out of the terms, conditions, and covenants contained in this Lease or any lawsuit for specific performance or damages shall be filed and litigated, arbitrated or mediated in the proper forum in Yavapai County, Arizona.

20. NOTICES

All notices, demands, or other writing to be given, made, or sent, by either party, shall be deemed to be fully given, made, or sent, when made in writing and deposited in the United States Mail, either certified or registered, and postage prepaid.

All notices, demands, or other writings to be given to LESSOR, shall be addressed as follows:

Goodwin Street Investments, LLC
115 Park Ave
Prescott, Arizona 86303

All notices, demands, or other writings to be given to LESSEE, shall be addressed as follows:

City of Prescott
City Manager
CC: Facilities Director
201 N Montezuma
Prescott, AZ 86301

21. SUCCESSORS

This Lease shall inure to the benefit of and be binding upon LESSOR and LESSEE and their successors, heirs, assigns, and personal representatives.

22. EXECUTION

This agreement shall be executed in triplicate, any one of which shall be considered an original.

23. NO AGENCY

The parties agree that the business relationship created by this Lease is solely that of LESSOR and LESSEE. Nothing contained in this Lease shall constitute LESSEE as an agent, legal representative, partner, subsidiary, joint venturer or employee of LESSOR. LESSEE shall have no right or power to and shall not bind or obligate LESSOR in any way, manner or thing whatsoever, not represent it has any right to do so.

24. HEADINGS

The headings or title of the paragraphs and subparagraphs in this Lease are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor limit, define or describe the scope of intent of this Lease.

25. MISCELLANEOUS

A. No rule or regulation which would significantly adversely affect LESSEE'S enjoyment of the Demised Premises conveyed herein or any of its appurtenances shall be binding on LESSEE unless LESSEE gives its specific written consent thereto which said consent shall not be unreasonably withheld.

B. Any right of LESSOR to substitute other premises for those described herein during the term of this Lease is subject to the consent of LESSEE which may be withheld in its sole discretion.

C. Any confession of judgment or other similar provision of the Lease under which any order of any court may be issued affecting LESSEE without prior notice and any provision similarly waiving any right to appeal therefrom, shall be null and void and deemed stricken from the Lease.

D. **Lessee to provide:** PO Box 11087, Prescott, AZ 86304

26. SIGNAGE

A. Subject to any applicable governmental restrictions and LESSOR'S reasonable approval, LESSEE shall have the right at LESSEE'S sole expense to the use of any and all existing signage allowed on the Premises. In addition, the LESSEE shall have the right place signage on the building, window, and doors of the Premises which shall be approved by the City of Prescott.

27. PARKING

Unreserved parking shall be provided by LESSOR for LESSEE staff in the lot to the east, behind the Demised Premises. (See highlighted area of Exhibit A attached hereto) There will be one reserved parking place within the highlighted area to be reserved for the City Judge. Such spot shall be designated and agreed upon by the parties after construction begins. A reserved sign shall be posted at the expense of LESSEE.

28. CONFLICT OF INTEREST

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 Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, 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.

LESSOR:
Goodwin Street Investments, LLC

LESSEE:
City of Prescott

BY _____
John Phillips

BY _____
Cathey Rusing, Mayor

BY _____
Joseph D. Young, City Attorney

Attest
BY _____
Sarah Thornhill, City Clerk

STATE OF ARIZONA)
) SS.
COUNTY OF YAVAPAI)

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared John Phillips who acknowledges to be _____, and that they as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

My commission expires: _____
NOTARY PUBLIC

Exhibit A
Parking Plan



ORDINANCE NO. 2026-1936

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MUNICIPAL COURT LEASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND GOODWIN STREET INVESTMENTS, LLC

RECITALS:

WHEREAS, the City of Prescott ("City") through the Prescott City Charter, established within the City, a Municipal Court; and,

WHEREAS, the City of Prescott does not own a building to house its Municipal Court; and,

WHEREAS, the City of Prescott established an Intergovernmental Agreement (IGA) with Yavapai County for the use of the county courthouse to house the Municipal Court; and,

WHEREAS, Yavapai County informed the City of Prescott that it no longer wished to continue the IGA with the City of Prescott for use of the county courthouse; and,

WHEREAS, the Prescott Legal Department prosecutes an average of 2,500 criminal cases per calendar year in addition to an average of 5,500 civil traffic/ordinance violations cases per calendar year and the City Judge presides over all criminal cases as well as the City's civil matters; and,

WHEREAS, the City of Prescott is in need of a building location to serve as its new Municipal Court and related court office space; and,

WHEREAS, the City has identified certain real property conveniently located at 406 W. Goodwin St. Prescott, AZ, owned by Goodwin Street Investments, LLC and such owner is willing to Lease the location to the City for the City courthouse and court office space; and,

WHEREAS, it is in the best interests of the City to enter into a Municipal Court Lease Agreement with Goodwin Street Investments, LLC.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves a City Court Lease Agreement between the City of Prescott and Goodwin Street Investments, LLC (City Contract No. 2026-178).

Section 2. THAT, the Mayor and staff are hereby authorized to sign this Ordinance and City Contract No. 2026-178, and to effectuate the terms on behalf of the City of Prescott.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of March, 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1936 is a true, correct and accurate copy of Ordinance No. 2026-1936, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

Seal

City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Public Works
ITEM #: 11.A
SUBJECT: **WSA26-005:** A Water Service Application Submitted by Woda Cooper Development, INC. Location: Between Lakeview Plaza Lane & Mogollon Road South of Willow Creek Road, a Portion of APN 106-20-509,508,507A,506A

ITEM SUMMARY

This item is for a Water Service Application WSA26-005, for an 82-unit multifamily project. The site is between Lakeview Plaza Lane and Mogollon Road south of Willow Creek Road.

BACKGROUND

Per the Amended 2022 Water Management Policy, a Water Service Agreement (WSA) application was submitted for this project for review of estimated water usage and approval of water service (Attachment 1). No formal planning application is required for this project per the Land Development Code. The WSA application package includes a basic site plan and vicinity map to show the proposed footprint and location of the project (Attachments 2 & 3).

A demand analysis was prepared by City staff using residential water multipliers from the Water Resources Management Model (WRMM). The project consists of 82 multifamily units and a parking lot with landscape buffer areas. Using the WRMM multifamily average water use of 0.12 acre-feet per unit per year gives 9.8 acre-feet per year of demand for the building. Approximately 1 acre of landscaped area is proposed. Using ADWR's suggested 1.5 acre-feet per year for low-water use plants, the outdoor demand was estimated at 1.5 acre-feet per year. The total demand estimated for the project is 11.3 acre-feet per year.

WSA26-005 was heard by the Water Issues Subcommittee on March 3, 2026. Staff will provide the recommendation during the presentation for this item.

Applicant has completed the following:
Application Received: January 28, 2026
Application Deemed Complete: February 6, 2026
Planning and Zoning Commission: N/A
Water Issues Subcommittee: March 3, 2026
City Council: March 10, 2026

FINANCIAL IMPACT

There is no fiscal impact at this time.

RECOMMENDED ACTION

MOVE to approve or deny WSA26-005

ATTACHMENTS

1. Attachment 1_WSA App
2. Attachment 2_Vicinity Map

3. Attachment 3_SITE PLAN
4. Presentation_WSA26-005



WATER SERVICE AGREEMENT APPLICATION

Water Resource Management Division
 201 N. Montezuma St., Prescott, AZ 86303
 (P) 928.777.1405

Water Service Agreement Applications are submitted in accordance with City Water Management Policy. Submit all documents directly to the Permit Center at 201 N. Montezuma St., Prescott, AZ 86303. Please print your contact information legibly.

APPLICANT INFORMATION

Applicant:	<input type="text" value="Woda Cooper Development, Inc."/>	Contact Person:	<input type="text" value="Omer Sarig"/>
Address:	<input type="text" value="500 South Front Street"/>	City/State/Zip:	<input type="text" value="Columbus, OH 43215"/>
Phone:	<input type="text" value=""/>	Email:	<input type="text" value=""/>

Property Owner:	<input type="text" value="Lakeview Plaza, LLC"/>	Contact Person:	<input type="text" value="Ken Mabarak"/>
Address:	<input type="text" value="2076 Golf Links Drive"/>	City/State/Zip:	<input type="text" value="Prescott, AZ 86301"/>
Phone:	<input type="text" value=""/>	Email:	<input type="text" value=""/>

PROJECT SITE

Address:

Current Zoning: Proposed Zoning:

Assessor's Parcel Number(s) of Existing Property:

- - - - - - - -

Existing Water Service (Y/N): Existing Sewer Service (Y/N):

Existing Well (Y/N): If Yes, Well Registry No.:

PROJECT DESCRIPTION

Is the project Residential or Commercial?
 Please provide brief description:

Proposing development of 80 units of general occupancy multi-family in a 4-story corridor elevator served building, Lakeview Grove. Lakeview Grove will consist of one, two, and three bedroom units, and will include an integrated clubhouse with a community room, fitness center, and laundry room. There will also be an outdoor playground area.

of Proposed Units: # of Proposed Lots:

Has a Water Demand Analysis been completed (commercial)?

Has a building permit application been submitted?

Has a Planning and Zoning Recommendation been made?

For Commercial Applications: Please check any of the following categories that apply to this development

<input type="checkbox"/> Food Service Facility	<input type="checkbox"/> Vehicle Service Facility
<input type="checkbox"/> Industrial/Manufacturing Facility	<input type="checkbox"/> Medical Facility
<input type="checkbox"/> Dental Facility	<input checked="" type="checkbox"/> Other Please Describe: <input type="text" value="Multi-Family"/>

3111 Lakeview Plaza



2/9/2026



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,



BUILDING INFORMATION

NET BUILDING AREA:

1ST FLOOR:
 RESIDENTIAL: 15,150 SF
 COMMON: 4,210 SF

2ND FLOOR:
 RESIDENTIAL: 16,850 SF
 COMMON: 2,510 SF

3RD FLOOR:
 RESIDENTIAL: 16,850 SF
 COMMON: 2,510 SF

4TH FLOOR:
 RESIDENTIAL: 16,850 SF
 COMMON: 2,510 SF

TOTAL NET: 77,440 SF
TOTAL GROSS: 87,940 SF (21,985 PER FLOOR)

LOT COVERAGE: 16.1%

IMPERVIOUS COVERAGE: 38.2%

UNIT MIX:

1BR: 40 650SF = 26,000 SF
 2BR: 22 850SF = 18,700 SF
 3BR: 20 1050SF = 21,000 SF

TOTAL: 82 65,700 SF

PARKING COUNT

PARKING:

REQUIRED PARKING: 144
 NEW PARKING: 144

SITE LEGEND

- NEW BUILDING
- SIDEWALKS
- DRIVES
- PLAY GROUND
- DECOMPOSED GRANITE
- TREE NATIVE TO REGION
- TREE NATIVE TO REGION
- TREE NATIVE TO REGION
- SHRUB NATIVE TO REGION

3111 Lakeview Plaza



2/9/2026



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

BUILDING INFORMATION

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PARKING:

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NEW PARKING:	144

SITE LEGEND

	NEW BUILDING		TREE NATIVE TO REGION
	SIDEWALKS		TREE NATIVE TO REGION
	DRIVES		TREE NATIVE TO REGION
	PLAY GROUND		SHRUB NATIVE TO REGION



SITE PLAN | PRO.5

LAKEVIEW GROVE

3111 LAKEVIEW PLAZA LN, PRESCOTT, AZ, 86301

JANUARY 29, 2025

WSA26-005 Application Summary

- 82-unit Multi-family
- Estimated demand for buildings – 9.8 AFY
- Estimated demand for landscape – 1.5 AFY
- Previous Usage – None
- Estimated Total Demand – 11.3 AFY



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Community Development
ITEM #: 11.B
SUBJECT: Adoption of Ordinance No. 2026-1938 Approving an Amendment to the City of Prescott Land Development Code Article 4 Section 4.9.4.B and 4.9.4.C to Update the Parking Requirements within the Downtown Business (DTB) Zoning District. Applicant: City of Prescott - Planning & Zoning Division.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE CITY OF PRESCOTT'S LAND DEVELOPMENT CODE SECTION 4.9.4(B) BY DELETING THE COMMENT BOX FOUND UNDER 4.9.4B/COMPATIBILITY REVIEW GUIDELINES AND AMENDING 4.9.4C/PARKING AND LOADING BY ADDING NEW LANGUAGE TO REPLACE OLD LANGUAGE; AND PROVIDING A SEVERANCE PROVISION

ITEM SUMMARY

This item is for a proposed amendment to the text of the City's Land Development Code (LDC) to require parking for new uses that require overnight occupancy, such as apartments or hotels. The current language of the LDC does not require additional parking on-site for hospitality uses (hotels), but does for residential uses, such as apartments.

BACKGROUND

Parking requirements in the DTB (Downtown Business) district have been discussed throughout 2025 regarding redevelopment projects coming before the City Council. Under the current code for the DTB zoning district, retail stores, restaurants and other hospitality-related uses shall not be required to provide off-street parking. This was allowed by the code as construction of the parking garage would provide the additional parking required to help maintain the historic buildings downtown. Buildings constructed prior to 1968 are still exempt from having to provide parking spaces.

This item was discussed at the January 8, 2026, Planning and Zoning Commission meeting in which the Commission voted to defer the application for further research regarding the pre-1968 building exemption for parking.

At the February 26, 2026, Planning and Zoning Commission meeting, Staff brought forward a proposed amendment that removed all parking exemptions for pre-1968 buildings. There was discussion about possible impacts to historic buildings, uses, and the character of downtown should on-site parking be required without exemptions. After discussion, the Planning and Zoning Commission voted to recommend denial of the proposed changes. Staff brought back the January

8th version of the proposed amendment for discussion, and the Planning and Zoning Commission voted unanimously to move forward the January 8th version of the proposed amendment, which provides exemptions for pre-1968 buildings, but requires on-site parking for ALL buildings and uses that require overnight occupancy.

Proposed Changes to LDC Language

LDC 4.9.4/ Districts Standards, Guidelines, and Procedures

B. Compatibility Review Guidelines

Remove Commentary Box

Commentary:

It is the intent of this section to provide for the future "waiver" of parking requirements for those uses that contribute to the tourism and hospitality nature of downtown Prescott. This waiver will apply after development of the required garage. Until that time, full compliance with the City parking standards will be required for all uses.

C. Parking and Loading

2. Notwithstanding the off-street parking requirements of Sec. [6.2](#), Off-street Parking, off-street parking within the DTB shall not be required for permitted uses within buildings constructed prior to 1968. For uses in buildings constructed from 1968 to the present, retail stores, restaurants and other hospitality-related uses in the Retail, Service and Business Categories as defined by Sec. 11.1.5E.3.a. and Sec. 11.1.5E.3.c shall not be required to provide off-street parking. **Notwithstanding the foregoing, all uses which require overnight parking, including hotel, resort, and similar uses, shall comply with the City's parking requirements as described in Sec. 6.2, Off-street Parking.** It shall be the applicant's responsibility to provide sufficient documentation as to the construction date of the building.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve Ordinance No. 2026-1938

ATTACHMENTS

1. Ordinance No. 2026-1938
2. City Council Presentation

ORDINANCE NO. 2026-1938

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE CITY OF PRESCOTT'S LAND DEVELOPMENT CODE SECTION 4.9.4(B) BY DELETING THE COMMENT BOX FOUND UNDER 4.9.4B/COMPATIBILITY REVIEW GUIDELINES AND AMENDING 4.9.4C/PARKING AND LOADING BY ADDING NEW LANGUAGE TO REPLACE OLD LANGUAGE; AND PROVIDING A SEVERANCE PROVISION

RECITALS:

WHEREAS, the Prescott City Council desires to encourage visitors to the Downtown Business District; and

WHEREAS, the Prescott City Council recognizes parking in the Downtown Business District is necessarily limited; and

WHEREAS, to ensure adequate parking for visitors to the Downtown Business District it is necessary for new developments to consider and plan for parking with respect to their individual projects; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held a public hearing regarding said text amendments to the Land Development Code; and

WHEREAS, the City Council of the City of Prescott has determined that said text amendments would be in the best interest of public necessity, interest, convenience and general welfare; and

WHEREAS, the requirements of the City Code, including Section 9.12 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. That the comment box under Land Development Code 4.9.4B is deleted in its entirety.

SECTION 2: That the text amendments contained in Exhibit "A" are herewith adopted and shall replace the language currently contained in the City of Prescott Land Development Code Section 4.9.4C.

SECTION 3. SEVERANCE CLAUSE: That the provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code

Amendments that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but shall remain in effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand, notwithstanding the invalidity of any part thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this _____ day of March 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1938 is a true, correct and accurate copy of Ordinance No. 2026-1938 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____, 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

Seal

City Clerk

EXHIBIT “A”
(REVISIONS TO THE CITY OF PRESCOTT LAND DEVELOPMENT CODE SECTION
4.9.4C/PARKING AND LOADING)

Sec. 4.9 / Downtown Business (DTB)

4.9.4 / District Standards, Guidelines, and Procedures

District standards, guidelines and procedures applicable in the DTB district include the following:

C. Parking and Loading

1. *Off-street parking and loading shall be provided for all uses in accordance with the provisions of Sec. [6.2](#), Off-street Parking and Loading, and particularly Sec. 6.2.2C, Change of Use. Where surface parking lots are developed, such parking areas shall be screened in all cases from street view in accordance with the applicable requirements of Sec. [6.5.6](#), Parking Area Landscaping.*

2. *Notwithstanding the off-street parking requirements of Sec. [6.2](#), Off-street Parking, off-street parking within the DTB shall not be required for permitted uses within buildings constructed prior to 1968. For uses in buildings constructed from 1968 to the present, retail stores, restaurants, and Retail, Service and Business Categories as defined by Sec. 11.1.5E.3.a and Sec. 11.1..5E.3.c shall not be required to provide off-street parking. Notwithstanding the foregoing, all uses which require overnight parking, including hotel, resort, and similar uses, shall comply with the City’s parking requirements as described in Sec. 6.2, Off-street Parking. It shall be the applicant’s responsibility to provide sufficient documentation as to the construction date of the building.*

3. *Fees In Lieu of Parking. Within the DTB, off-street parking requirements for uses not exempted by paragraph 2, above, may be satisfied by payment if an in-lieu parking fee, in an amount and manner established by the City Council by resolution. Such payment shall be made prior to the issuance of a Certificate of Occupancy. In-lieu fees in the DTB shall be governed by the following:*

a. *The in-lieu fee may not be used for more than 20 required parking spaces for any use.*

b. *The in-lieu fee may be used at the time of a change of use on a site resulting in additional required parking which cannot physically be accommodated onsite, subject to other provisions of this section (Specifically Section 4.9.4.C.2).*

c. *The in-lieu fee may be used at the time of a change to structures on a site which results in a reduction of the number of existing physical parking spaces on the site and/or an addition to the floor area of the building, subject to other provisions of this Section (Specifically Section 4.9.4.C.2).*

d. *The in-lieu fee option may be requested by a tenant with the property owner’s written consent. The in-lieu fee agreement shall be in a form approved by the City Attorney and will establish the number of parking spaces and the total amount of the in-lieu fees under the agreement. Such agreement shall run with the use, provided however, that it may be terminated, modified or replaced to comply with the provisions of paragraphs a. through c. above, subject to other provisions of this Section (specifically Section 4.9.4.C.2).*

March 10, 2026
City Council Meeting

Ordinance No. 2026-XXX LDC Update Regarding Parking in DTB

Tammy DeWitt
Planner



Map of Downtown Business (DTB) Zoning District



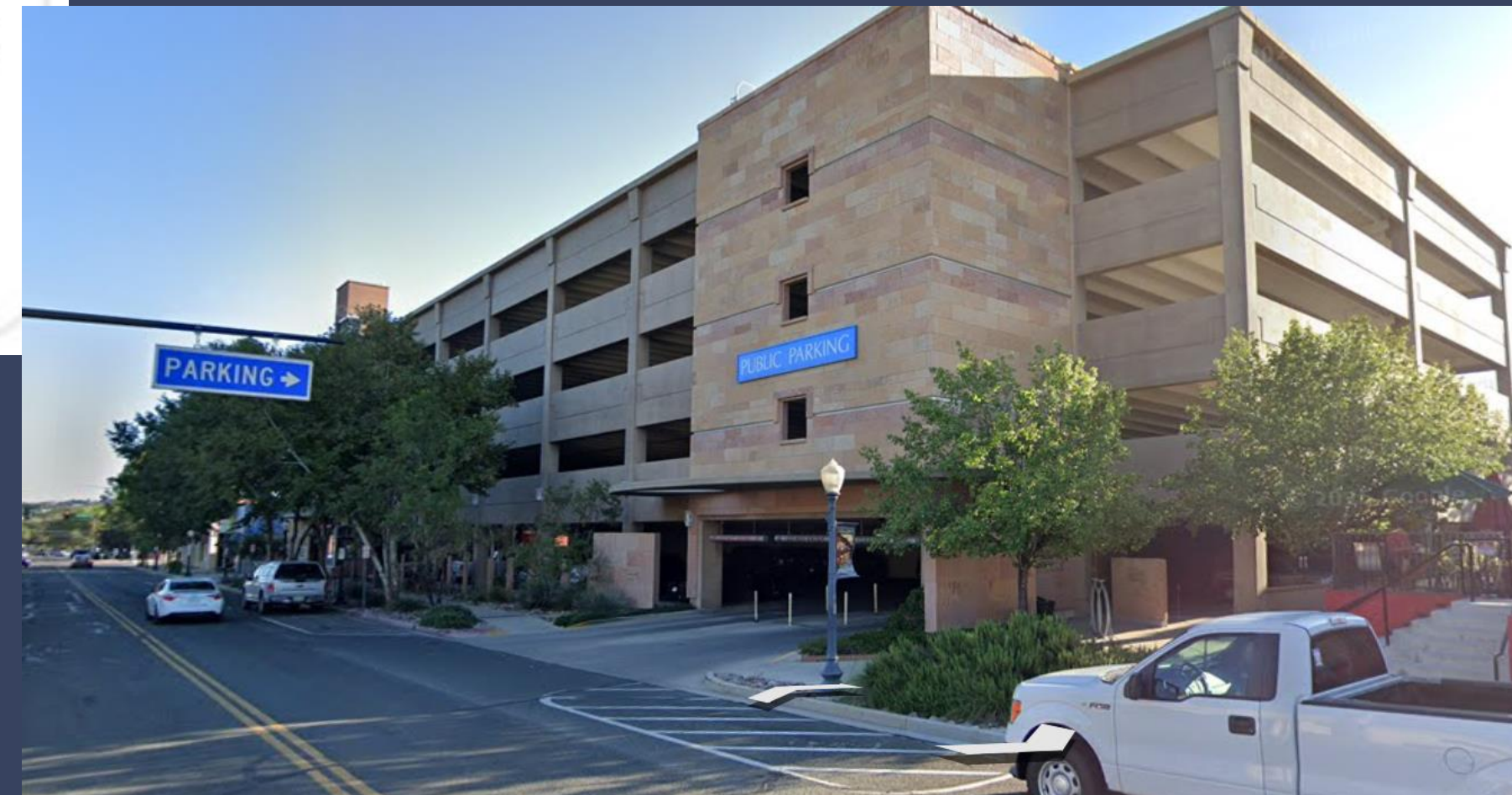
Section 4.9.4.B Downtown Business (DTB)

B. Compatibility Review Guidelines

Commentary:

It is the intent of this section to provide for the future “waiver” of parking requirements for those uses that contribute to the tourism and hospitality nature of downtown Prescott. This waiver will apply after development of the required garage. Until that time, full compliance with the City parking standards will be required for all uses.

Remove Commentary note



Section 4.9.4.C.2 proposed changes approved by P&Z Commission

2. Notwithstanding the off-street parking requirements of Sec. 6.2, Off-street Parking, off-street parking within the DTB shall not be required for permitted uses within buildings constructed prior to 1968. For uses in buildings constructed from 1968 to the present, retail stores, restaurants and ~~other hospitality-related uses in the~~ Retail, Service and Business Categories as defined by Sec. 11.1.5E.3.a. and Sec. 11.1.5E.3.c shall not be required to provide off-street parking. **Notwithstanding the foregoing, all uses which require overnight parking, including hotel, resort, and similar uses, shall comply with the City's parking requirements as described in Sec. 6.2, Off-street Parking.** It shall be the applicant's responsibility to provide sufficient documentation as to the construction date of the building.

Recommended Action

MOVE to approve Ordinance No. 2026-XXX.





TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Community Development
ITEM #: 11.C
SUBJECT: **REZ26-001 and GPA26-001:** Adoption of Resolution No. 2026-1978 (GPA26-001) & Ordinance No. 2026-1937 (REZ26-001) A Request for a Rezoning from SF-35 (Single-Family Minimum Lot Size 35,000SF) and SF-9 (Single-Family Minimum Lot Size 9,000SF) to BG (Business General) on a Total of 3.6 Acres & a Minor General Plan Amendment from Low-Medium Density Residential to Commercial for the Expansion of an Existing School to Include Grades 9-12. Location: APN 106-21-237B, 2980 Willow Creek Road. Owner: Arizona Conf. Corp Seventh-Day Adventists. Applicant: Prescott Seventh-Day Adventist Church – Lindsey Toyama.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON THE NORTHWEST CORNER OF WILLOW CREEK ROAD AND NICHOLET TRAIL, FROM SINGLE-FAMILY MINIMUM LOT SIZE 35,000SF (SF-35) ZONING DISTRICT AND SINGLE-FAMILY MINIMUM LOT SIZE 9,000SF (SF-9) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT

ITEM SUMMARY

This item is for approval of a request to rezone an existing SF-35 and SF-9 parcel to BG zoning as well as change the Land Use Group designation for conformance with the General Plan. The overall project area is 3.6 acres, with owners seeking to bring the use into compliance with City zoning code and their associated General Plan Land Use Group (LUG) designation.

The request was heard at the February 26, 2026 Planning and Zoning Commission meeting where both the Minor General Plan Map Amendment and Rezoning were approved unanimously by a vote of (6-0).

BACKGROUND

The Prescott Seventh-Day Adventist Church began in Prescott in 1907, and the first church was constructed in 1917 with a school introduced in 1927. The church has been through several moves over the years prior to their current location at 2980 Willow Creek Road in 1991. They opened an education wing at this location in the Fall of 2000 and have since been allowed to operate as a

school for grades K-8 with approved Conditional Use Permits.

The subject project area contains one parcel zoned Single-Family Minimum Lot Size 35,000SF (SF-35) and SF-9 (Single-Family Minimum Lot Size 9,000SF). The total project area is 3.6 acres, and the project area is bound by Willow Creek Rd. to the East, Nicholet Trl. to the North, and residential properties to the South and West. Adjacent properties to the north are zoned Neighborhood Oriented Business (NOB), Business General (BG) to the east directly across Willow Creek Rd. and Single-Family 9 (SF-9) to the South and West.

The subject project area was previously two separate parcels that were combined via a Revision of Plat approved by City Council on June 10th, 2025, which was required for the expansion for additional classroom buildings. The property currently contains one parcel that is being used as a church and school for grades K-8. The existing parcel has a residential use designation with an existing commercial use for a church which is allowed by right. The existing school received approval of a new Conditional Use Permit for their classroom expansion in November 2025. City Staff is currently reviewing permit submittals for the construction of additional classrooms to ensure all City Code requirements are met.

The Prescott Seventh-Day Adventist Church seeks to continue their existing church and school programs with the expansion of their educational department to include grades 9-12. Per the allowed use table from the Land Development Code Section 2.3, the expansion of their existing school to grades 9-12 is not allowed in the existing (SF-35/SF-9) zoning districts. Therefore, the property owner seeks the approval of a rezoning application to Business General (BG) where grades 9-12 are an allowed use by right.

Proposed Project Compatibility

This property is bound by residential and commercial type uses. Compatibility is achieved because of the diverse uses in the area and the property being located within a Commercial Corridor Overlay District that runs along Willow Creek Road.

Issues for Consideration (LDC 9.15.5)

A. Consistency (or lack thereof) with the Prescott General Plan, and other adopted plans.

This request includes a Minor General Plan Amendment to the 2015 General Plan Land Use Map.

B. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

The Prescott Seventh-Day Adventists developed the property and have been operating out of this building since 1991.

C. Suitability of the subject property for uses permitted by the proposed zoning district.

The property has been operating as a church and school for grades K-8 for the community at this location since it was developed in 1991.

D. Suitability of the subject property for the uses permitted by the existing district; and

Staff is not aware of any complaints about the use of the property since it was established.

E. Availability of sewer, water, and stormwater facilities.

There are no proposed changes to the site and all infrastructure is existing.

Minor General Plan Map Amendment

The 2015 General Plan designated this area for Low-Medium Residential Density (1-7 DU/acre). This application requires a Minor General Plan Map amendment to the Commercial Land Use Group (LUG) designation to allow for the requested zoning.

Concerns from the Neighbors

Staff sent notices of the rezoning and minor general plan amendment to adjacent property owners within 300ft and no concerns from the neighbors were presented.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to adopt Resolution No. 2026-1978; and 2) MOVE to adopt Ordinance No. 2026-1937

ATTACHMENTS

1. Applicant Narrative
2. Resolution No. 2026-1978_GPA26-001
3. Exhibit A_GPA
4. Ordinance No. 2026-1937_REZ26-001
5. EXHIBIT A_REZONE ORDINANCE
6. REZ26-001 and GPA26-001 - Council Presentation

Written Narrative for the Rezoning of the Property of the Prescott SDA Church at 2980 Willow Creek Rd, Prescott.

What it Would Mean to Us

The Prescott Seventh-day Adventist Church, on behalf of its school, Prescott Adventist Christian School, respectfully requests that the City of Prescott rezone its property at 2980 Willow Creek Road to Business General. This change would allow the school to expand its educational services to include a high school program.

For nearly a century, Prescott Adventist Christian School's 8th grade graduates have continued their Christian education at Thunderbird Adventist Academy, a boarding high school in Scottsdale, Arizona. In recent years, however, family priorities have shifted. Increasingly, parents from many faith traditions are seeking a faith-based high school option that allows students to remain closer to home.

Establishing a K–12 program would enable families with children in multiple grade levels to enroll all of their children on a single campus. This continuity would support family life while improving daily logistics, reducing traffic in the surrounding area, and keeping educational dollars within the local economy.

Through extensive research, we have determined that purchasing land or facilities for a stand-alone SDA high school in Prescott is financially unfeasible given the anticipated size of the program—projected growth to approximately 40 students in grades 9–12 over the next five years—and the prohibitive cost of commercially zoned properties. By contrast, operating a high school at our current location along the Willow Creek Road Commercial Corridor is both financially viable and well suited to our needs.

Expanding on our existing campus represents a practical and responsible solution. We have partnered with and have served Prescott since 1927 and are long standing contributors to the Prescott community. We already have the necessary land and buildings in place, and infrastructure planning is actively underway to support the construction of new classroom facilities on our current property.

The families in our community are ready. Our church and school are ready. With the rezoning of our property to Business General, we can move forward with expanded program development, provide vibrant educational opportunities, and continue making a positive and lasting contribution to the Prescott community.

The Suitability of Our Request

We are asking the city to consider the appropriateness of making our property at 2980 Willow Creek Road Business General, based on the following considerations:

- 1) Properties across the street from our campus, and catty-corner to our campus are zoned Business General.
- 2) The residence across Nicolette Trail Road from us is zoned Neighborhood-Oriented Business.
- 3) Other residential properties on the Willow Creek corridor are being converted to Business General, which may be in keeping with the city's long-range strategic plans for Willow Creek Road.
- 4) Our property does not allow for a very large school, and the projected growth for our K-12 program over the next 5 years is estimated at 150 students total. The high school enrollment is projected to reach 40 students.
- 5) Our property is situated at the corner of Smoke Tree Ln. and Willow Creek Rd., which has a traffic signal and turn lanes in all four directions.
- 6) We believe that the impact on utilities and traffic patterns during school operating hours will not exceed our current weekend usage for the church. This minimizes problems with city water and sewer.

Addressing Potential Concerns from the Community

Anticipating concerns over potential pitfalls customarily encountered when high schools are allowed in otherwise residential areas, we offer the following insights about our unique situation:

- 1) The number of our high school students will remain fairly low (40 or below).
- 2) Many of the students we have had enrolled at our school do not live in Prescott. They are therefore driven to school by parents. We anticipate some high schoolers will drive themselves, eliminating loitering and opportunities for mischief and negative impact on neighbors.
- 3) There has been no history of property damage to neighboring homes in our entire school history since 1927.
- 4) Given the number of students, the increase in traffic at our intersection will only increase modestly, and may likely drop as students drive younger siblings to school.
- 5) Unlike larger high schools, we do not have the lot space for large outdoor sporting events, have not held events in the past that contribute excessive noise at night, have no need for stadium lighting, and don't anticipate changes to any of these arrangements.
- 6) We are a day school that operates from 8am to 3:15pm with very few programs after dark throughout the school year. Those after-hour events that we do have are usually indoors.

Pastor Tony Jasper
Senior Pastor of the Prescott Seventh-day Adventist Church

RESOLUTION NO. 2026-1978

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE MINOR AMENDMENT TO THE CITY OF PRESCOTT GENERAL PLAN FUTURE LAND USE MAP CHANGING THE EXISTING LOW-MEDIUM DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF WILLOW CREEK ROAD AND NICHOLET TRAIL; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the owner of certain real property has filed an application with the City of Prescott (City) for approval of a Minor Amendment to the Future Land Use Map in the City's 2015 General Plan to change the existing low-medium density residential designation to a commercial designation for property located on the northwest corner of Willow Creek Road and Nicholet Trail, and,

WHEREAS, the request was noticed pursuant to applicable State and Local law; and,

WHEREAS, the City's Planning and Zoning Commission conducted a Public Hearing on February 26, 2026, during which testimony was presented by City staff, the applicant and members of the public; and,

WHEREAS, subsequent to the public hearing and discussion, the City's Planning and Zoning Commission voted on a motion to approve the Minor Map Amendment unanimously 6-0; and,

WHEREAS, at its regular meeting of March 10, 2026, the Prescott City Council approved the Minor Amendment to the Future Land Use Map in the City's 2015 General Plan changing the existing low-medium density residential designation to a commercial designation for the property located on the northwest corner of Willow Creek Road and Nicholet Trail.

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 Minor Amendment to the Future Land Use Map in the City's 2015 General Plan changing the existing low-medium density residential designation to a commercial designation for property located on the northwest corner of Willow Creek Road and Nicholet Trail.

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Resolution and 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 _____
day of _____, 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1978 is a true, correct and accurate copy of Resolution No. 2026-1978, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

Seal

EXHIBIT "A"
LEGAL DESCRIPTION

A Parcel of land, situated in a portion of the East Half (E1/2) of Section 16, Township 14 North, Range 2 West, of the Gila and Salt River Meridian, City of Prescott, Yavapai County, Arizona, said Parcel being a portion of Amended Lot 9 of the Devereaux Subdivision No. 2, according to the Final Plat recorded as Book 21 of Maps and Plats, Page 75, records of said Yavapai County (said Lot 9 being Amended by that certain Warranty Deed recorded as Reception number 2019-0008049, records of said Yavapai County) and that certain Parcel of land described as Parcel II, according to that certain Warranty Deed recorded as Book 2168 of Official Records, Page 1, records of said Yavapai County, said Parcel being more particularly described as follows:

BEGINNING at a found plastic capped rebar stamped "RLS 46650" monumenting the Northernmost corner of said Parcel of land described as said Parcel II, according to said Warranty Deed recorded as Book 2168 of Official Records, Page 1, records of said Yavapai County, from which a calculated point for the Easternmost corner of said Parcel II bears South 42°49'15" East (a measured geodetic bearing and Basis of Bearings for this description), a distance of 415.70 feet;

Thence South 42°49'15" East, along the Northeasterly line of said Parcel II, a distance of 395.47 feet, to a found plastic capped rebar stamped "RLS 46650" monumenting the Northernmost corner of that certain Parcel of land deeded to the City of Prescott, according to that certain Warranty Deed recorded as Book 4052 of Official Records, Page 721, records of said Yavapai County, herein referenced as the "City of Prescott Parcel";

Thence South 48°00'42" West, departing from said Northeasterly line of said Parcel II, along the Northwesterly line of said City of Prescott Parcel, a distance of 10.01 feet, to a found plastic capped rebar stamped "RLS 46650" monumenting the Westernmost corner of said City of Prescott Parcel;

Thence South 42°44'00" East, along the Southwesterly line of said City of Prescott Parcel, a distance of 20.41 feet, to a calculated point for the Southernmost corner of said City of Prescott Parcel, being a point on the Southeasterly line of said Parcel II, and being also a point on the Northwesterly Right-of-Way line of Willow Creek Road, according to the Right-of-Way map recorded as Book 6 of Maps and Plats, Page 48, records of said Yavapai County, (said calculated point falls on an existing utility pole, from which a

found Witness Corner plastic capped rebar stamped "RLS 46650" bears North 42°44'00" West, a distance of 2.00 feet), being a point on a circular non-tangent curve to the left, concave Southeasterly, the radius point of which bears South 43°10'09" East, a distance of 1,959.86 feet;

Thence Southwesterly, departing from said City of Prescott Parcel, along said Southeasterly line of said Parcel II, along said Northwesterly Right-of-Way line of said Willow Creek Road, and along the arc of said curve to the left, through a central angle of

09°48'15", an arc length of 335.36 feet, said curve being subtended by a chord bearing of South 41°55'44" West and a chord length of 334.95 feet, to a found tagged rebar stamped "RLS 46650" monumenting the end of said curve and the Southernmost corner of said Parcel II, according to said Warranty Deed recorded as Book 2168 of Official Records, Page 1, records of said Yavapai County;

Thence North 52°44'15" West, departing from said Northwesterly Right-of-Way line, along the Southwesterly line of said Parcel II, a distance of 129.33 feet, to a found tagged rebar stamped "RLS 27738" monumenting the Southeast corner of said Lot 9 of said Devereaux Subdivision No. 2;

Thence South 89°13'49" West, departing from said Southwesterly line of said Parcel II, along the Northerly line of that certain Parcel of land described as Parcel 2 according to that certain Warranty Deed recorded as said Reception number 2019-0008049, records of said Yavapai County, a distance of 189.44 feet, to a found plastic capped rebar stamped "RLS 46650" monumenting the Northwest corner of said Parcel 2, being also a point on the West line of said Devereaux Subdivision No. 2;

Thence North 00°48'01" East, along said West line, a distance of 28.03 feet, to a found plastic capped rebar stamped "RLS 46650" monumenting an angle point on the West line of the original Lot 9 of said Devereaux Subdivision No. 2;

Thence North 04°29'31" East, continuing along said West line of said original Lot 9, a distance of 276.86 feet, to a found plastic capped rebar stamped "RLS 46650" monumenting the Northwest corner of said original Lot 9;

Thence South 89°39'03" East, along the North line of said original Lot 9, a distance of 181.63 feet, to a set plastic capped rebar stamped "RLS 37401" monumenting the Northeast corner of said original Lot 9, being also a point on the Westerly line of said Parcel II, according to said Warranty Deed recorded as Book 2168 of Official Records, Page 1, records of said Yavapai County;

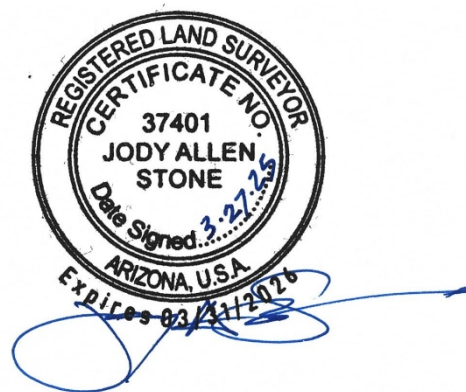
Thence North 11°33'09" East, along said Westerly line of said Parcel II, a distance of 186.03 feet, to the **TRUE POINT OF BEGINNING**.

Containing 156,916.75 square feet or 3.60 acres, more or less.

2025/03/27

LE #1508-02

1508-02 Subject Parcel.doc



ORDINANCE NO. 2026-1937

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON THE NORTHWEST CORNER OF WILLOW CREEK ROAD AND NICHOLET TRAIL, FROM SINGLE-FAMILY MINIMUM LOT SIZE 35,000SF (SF-35) ZONING DISTRICT AND SINGLE-FAMILY MINIMUM LOT SIZE 9,000SF (SF-9) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and the rezoning is consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT the parcel of land, further described in Exhibit "A", which is attached hereto and incorporated herein, consisting of approximately 3.6 acres, is hereby rezoned as follows: Single-Family Minimum Lot Size 35,000SF (SF-35) and Single-Family Minimum Lot Size 9,000 (SF-9) to BG (Business General) on a Total of 3.6 Acres.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this _____ day of _____ 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1937 is a true, correct and accurate copy of Ordinance No. 2026-1937, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

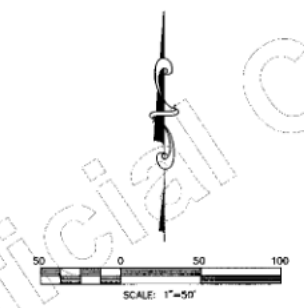
Seal

City Clerk

REVISION OF PLAT AMENDED LOT 9 OF THE DEVEREAUX SUBDIVISION No. 2 TO COMBINE WITH APN 106-21-237A

ORIGINALLY RECORDED AS BOOK 21 OF MAPS AND PLATS, PAGE 75, YCR,
AND RECORDED AS BOOK 2168 OF OFFICIAL RECORDS, PAGE 1, YCR

SITUATED IN A PORTION OF SECTION 16,
T14N, R2W, OF THE
G&SRM, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ARIZONA CONFERENCE CORPORATION OF SEVENTH-DAY ADVENTISTS, AN ARIZONA CORPORATION, AS SOLE OWNER, HAS SUBDIVIDED UNDER THE NAME OF "REPLAT OF AMENDED LOT 9 OF THE DEVEREAUX SUBDIVISION No. 2 TO COMBINE WITH APN 106-21-237A", SITUATED IN SECTION 16, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER AND MERIDIAN, CITY OF PRESCOTT, COUNTY OF YAVAPAI, STATE OF ARIZONA, AS REFLECTED ON THIS PLAT, HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "THE PLAT OF AMENDED LOT 9 OF THE DEVEREAUX SUBDIVISION No. 2 TO COMBINE WITH APN 106-21-237A" AND HEREBY DECLARES THAT:

SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE PARCELS AND THAT THE PARCELS SHALL BE KNOWN BY THE NAME GIVEN, AS SHOWN ON SAID PLAT:

IN WITNESS WHEREOF:

THE ARIZONA CONFERENCE CORPORATION OF SEVENTH-DAY ADVENTISTS, AN ARIZONA CORPORATION, HAS CAUSED THEIR NAME TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF Anthony R. Jasper BEING DULY AUTHORIZED TO DO SO.

ON THIS 24th DAY OF June 2025.

BY: Anthony R. Jasper
(TRUSTEE)

BY: _____
(TRUSTEE)

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF YAVAPAI)
ON THIS 24th DAY OF June 2025, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR Anthony R. Jasper, AND AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES: 7/22/26

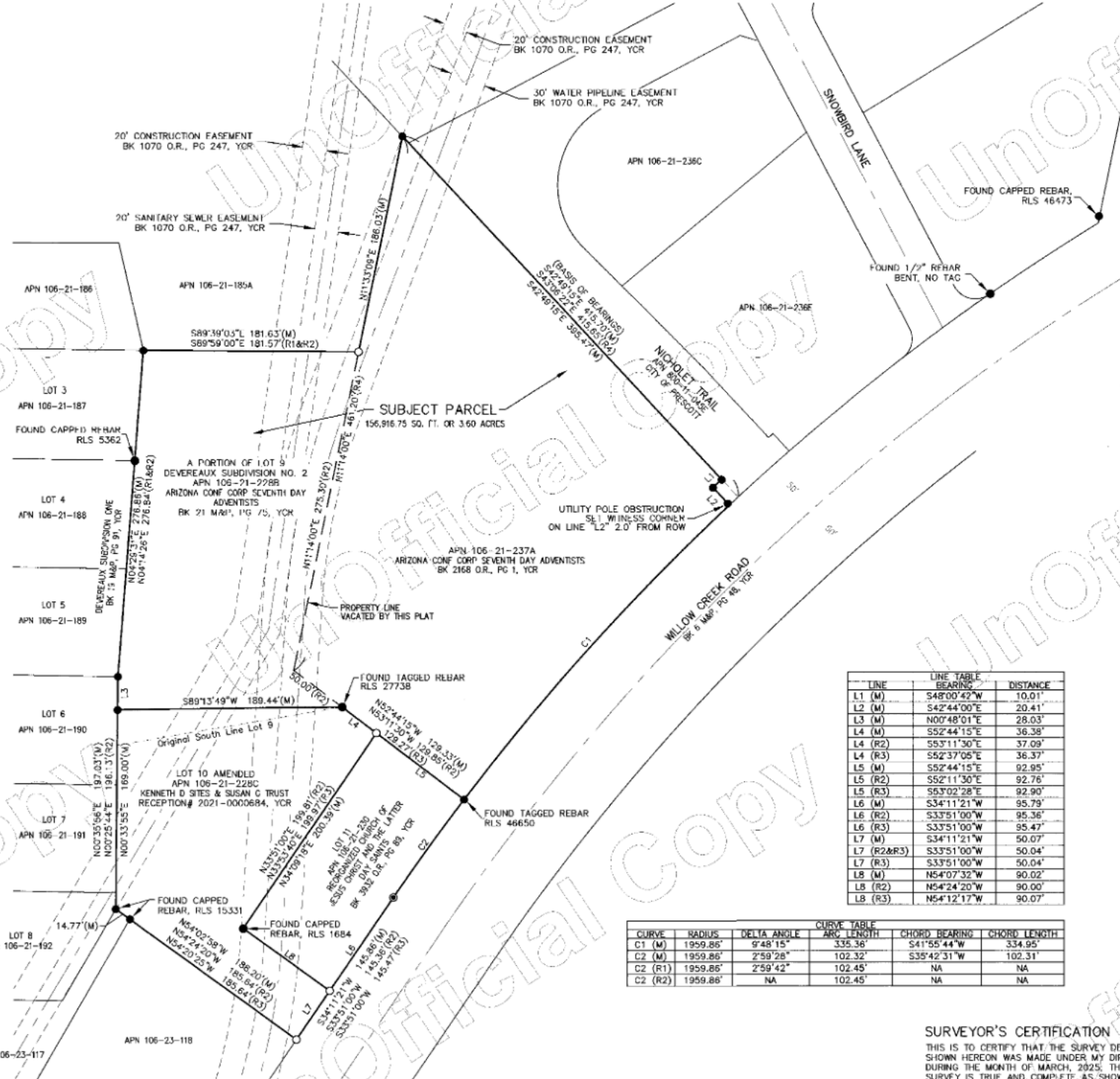
APPROVALS:

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS 10th DAY OF June 2025.

APPROVED BY THE CITY OF PRESCOTT PUBLIC WORKS DIRECTOR ON THIS 30th DAY OF June 2025.

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS 26th DAY OF JUNE 2025.

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS 26th DAY OF JUNE 2025.



REASON FOR REPLAT:
TO AMEND THE PLAT OF "DEVEREAUX SUBDIVISION No. 2" COMBINING AMENDED LOT 9 WITH APN 106-21-237A.

ALL VERBIAGE ON THE FACE OF THE ORIGINAL PLAT AS RECORDED IN BK 21 M&P, PG 75, YCR, APPLIES HEREIN.

BASIS OF BEARINGS:
S42°19'15"E AS MEASURED ALONG THE NORTHEASTERLY LINE OF APN 106-21-237A

- LEGEND:
- FOUND CAPPED REBAR, RLS 46650, UNLESS OTHERWISE NOTED
 - ⊙ FOUND BRASS DISK RIGHT-OF-WAY MONUMENT
 - SET 1/2" REBAR WITH PLASTIC CAP STAMPED "RLS 37401"
 - EASEMENT LINE AS NOTED
 - APN ASSESSOR'S PARCEL NUMBER
 - BK BOOK
 - M&P MAPS & PLATS
 - PG PAGE
 - O.R. OFFICIAL RECORDS
 - YCR YAVAPAI COUNTY RECORDS
 - (M) MEASURED THIS SURVEY
 - (R#) RECORD DATA (SEE REFERENCE DOCUMENTS BELOW)

- REFERENCE DOCUMENTS:
- (R1) FINAL PLAT - DEVEREAUX SUBDIVISION # ONE BK 19 MAPS & PLATS, PG 91, YCR
 - (R2) FINAL PLAT - DEVEREAUX SUBDIVISION No. 2 BK 21 MAPS & PLATS, PG 75, YCR
 - (R3) RECORD OF SURVEY BK 41 LAND SURVEYS, PG 9, YCR
 - (R4) WARRANTY DEED BK 2168 ORIGINAL RECORDS, PG 1, YCR
 - WILLOW CREEK UNIT ONE SUBDIVISION BK 7 MAPS & PLATS, PG 97, YCR

SITE INFORMATION:
APN: 106-21-228B & 106-21-237A
ADDRESS: 2980 & 2980 SUITE A, WILLOW CREEK RD PRESCOTT, AZ 86305

- SURVEY NOTES:
- FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE IN MARCH, 2025.
 - THIS IS NOT AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY AND THEREFORE MAY NOT REFLECT THE TRUE CONDITION OF THE SUBJECT PROPERTY WITH RESPECT TO OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, ETC., OF PUBLIC RECORD. A TITLE REPORT WAS NOT PROVIDED TO THIS SURVEYOR.

LINE	LINE BEARING	DISTANCE
L1 (M)	S48°00'42"W	10.01'
L2 (M)	S42°44'00"E	20.41'
L3 (M)	N00°48'01"E	28.03'
L4 (M)	S52°44'15"E	36.38'
L4 (R2)	S53°11'30"E	37.09'
L4 (R3)	S52°37'05"E	36.37'
L5 (M)	S52°44'15"E	92.95'
L5 (R2)	S52°11'30"E	92.76'
L5 (R3)	S53°02'28"E	92.90'
L6 (M)	S34°11'21"W	95.79'
L6 (R2)	S33°51'00"W	95.36'
L6 (R3)	S33°51'00"W	95.47'
L7 (M)	S34°11'21"W	50.07'
L7 (R2&R3)	S33°51'00"W	50.04'
L7 (R3)	S33°51'00"W	50.04'
L8 (M)	N54°07'32"W	90.02'
L8 (R2)	N54°24'20"W	90.00'
L8 (R3)	N54°12'17"W	90.07'

CURVE	RADIUS	DELTA ANGLE	CURVE TABLE		
			ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1 (M)	1959.86'	9°48'15"	335.36'	S41°55'44"W	334.95'
C2 (M)	1959.86'	2°59'28"	102.32'	S35°42'31"W	102.31'
C2 (R1)	1959.86'	2°59'42"	102.45'	NA	NA
C2 (R2)	1959.86'	NA	102.45'	NA	NA

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2025; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



YAVAPAI COUNTY RECORDER
Official Records of Yavapai County, AZ
Blotelle M. Burdick, Recorder

2025-0028113 Page: 1 of 1
07/06/2025 09:30:51 AM 524.00

2971 Willow Creek Road Bldg 2
Prescott, AZ 86301
(928) 776-1750
www.LyonEngineering.com
6089231.200

DATE: 06-11-25	DRAWN BY: STD
JOB NO: 1508-02	CHECKED BY: DS

SHEET 1 OF 1

36X24



Resolution No. 2026-1978

(GPA26-001) and Ordinance No.

2026-1937 (REZ26-001)

Rezoning and Minor General

Plan Map Amendment

Jacob Lund

March 10, 2026
City Council



Request

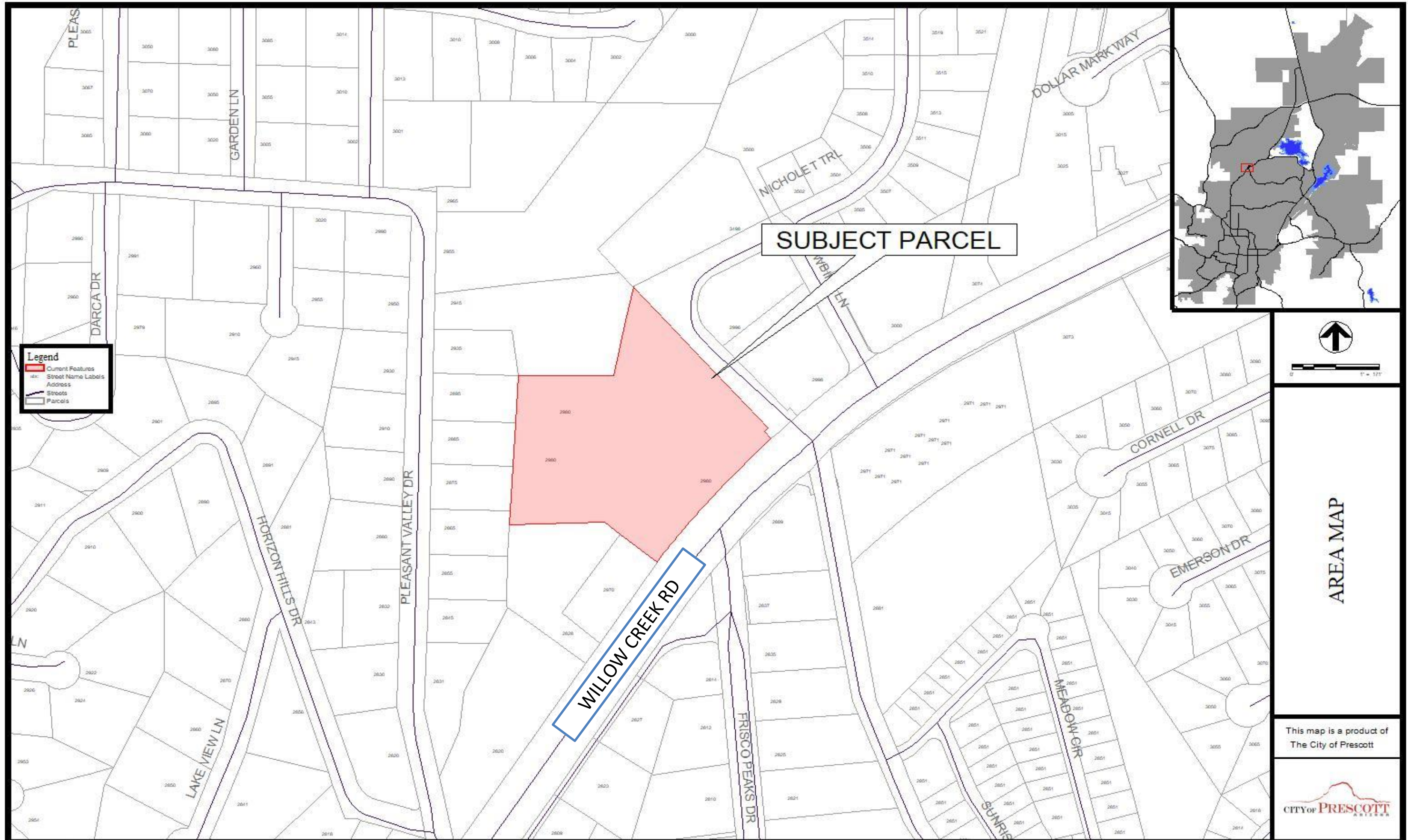


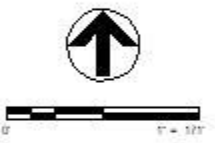
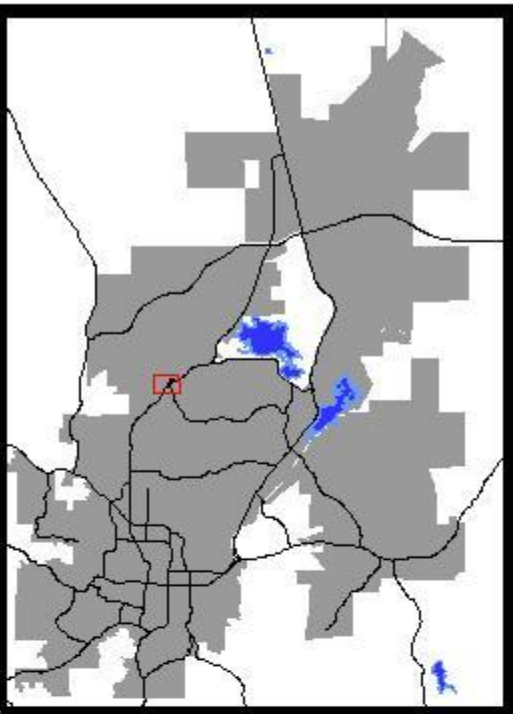
- Rezoning area is 3.6 acres and consists of 1 parcel.
- Current Zoning is SF-35 (Single-Family Minimum Lot Size 35,000sf) and SF-9 (Single-Family Minimum Lot Size 9,000sf).
- Proposed Zoning is BG (Business General)

Background



- Property has been used by the Prescott Seventh Day Adventists as a church since 1991 and as a school for grades K-8 since 2000.
- In 2025 the school was granted a Conditional Use Permit to expand their educational facilities to add additional classroom buildings.
- The rezoning request is needed to allow for the expansion of their educational facilities to grades 9-12. Grades 9-12 are currently not allowed in the SF-35 or SF-9 zoning district.





Legend

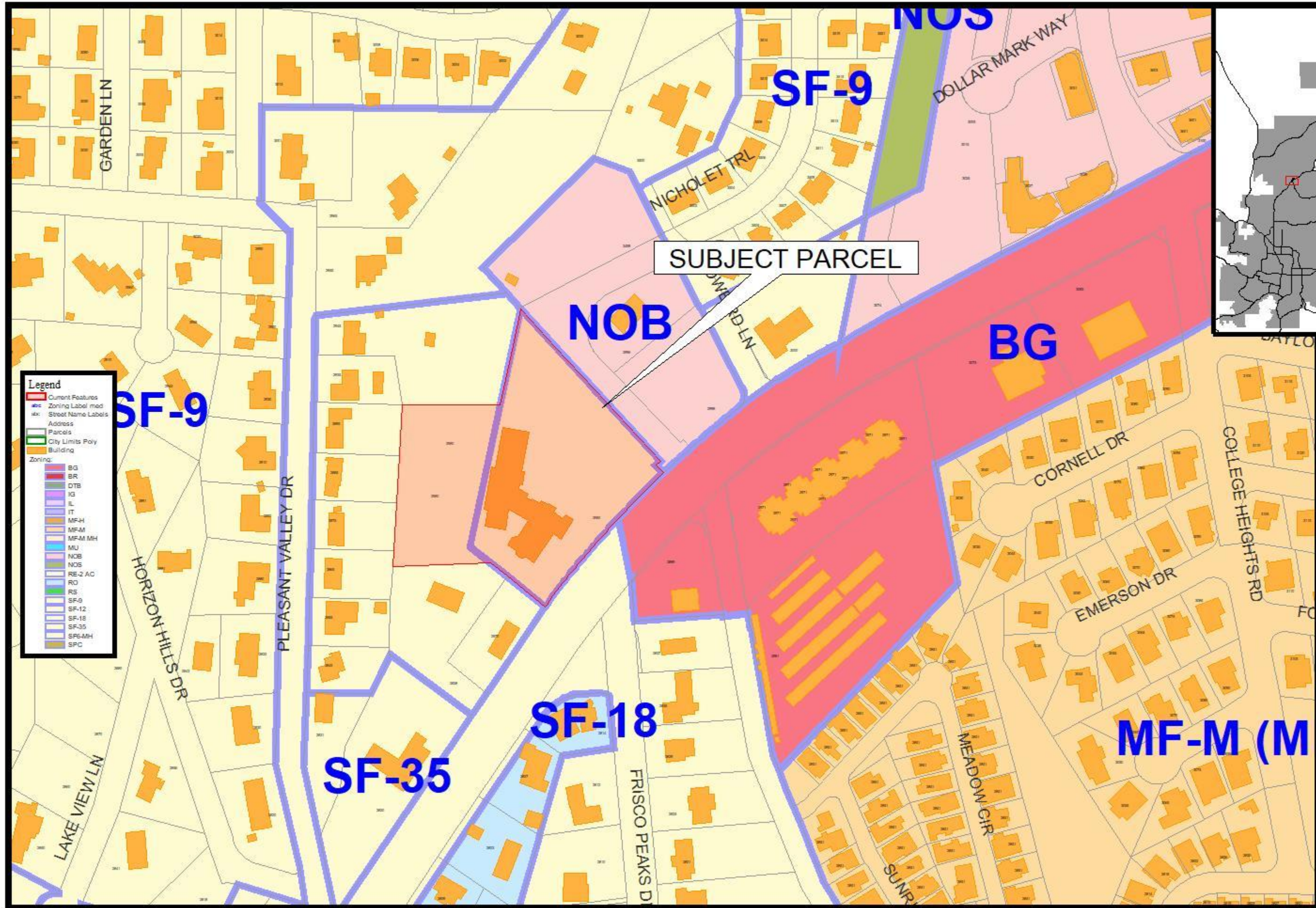
- Current Features
- Street Name Labels
- Address
- Streets
- Parcels
- Building

IMAGERY MAP

This map is a product of
The City of Prescott



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

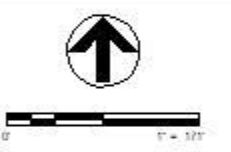
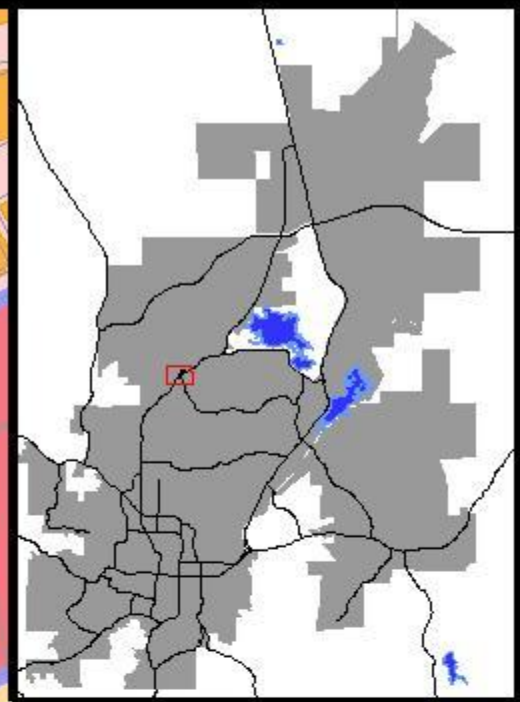


Legend

- Current Features
- Zoning Label med
- Street Name Labels
- Address
- Parcels
- City Limits Poly
- Building

Zoning:

BG
BR
DTB
IG
IL
IT
MFH
MF-M
MF-MH
MU
NOB
NOS
RE-2 AC
RO
RS
SF-9
SF-12
SF-18
SF-35
SF6-MH
SPC



ZONING MAP

This map is a product of
The City of Prescott

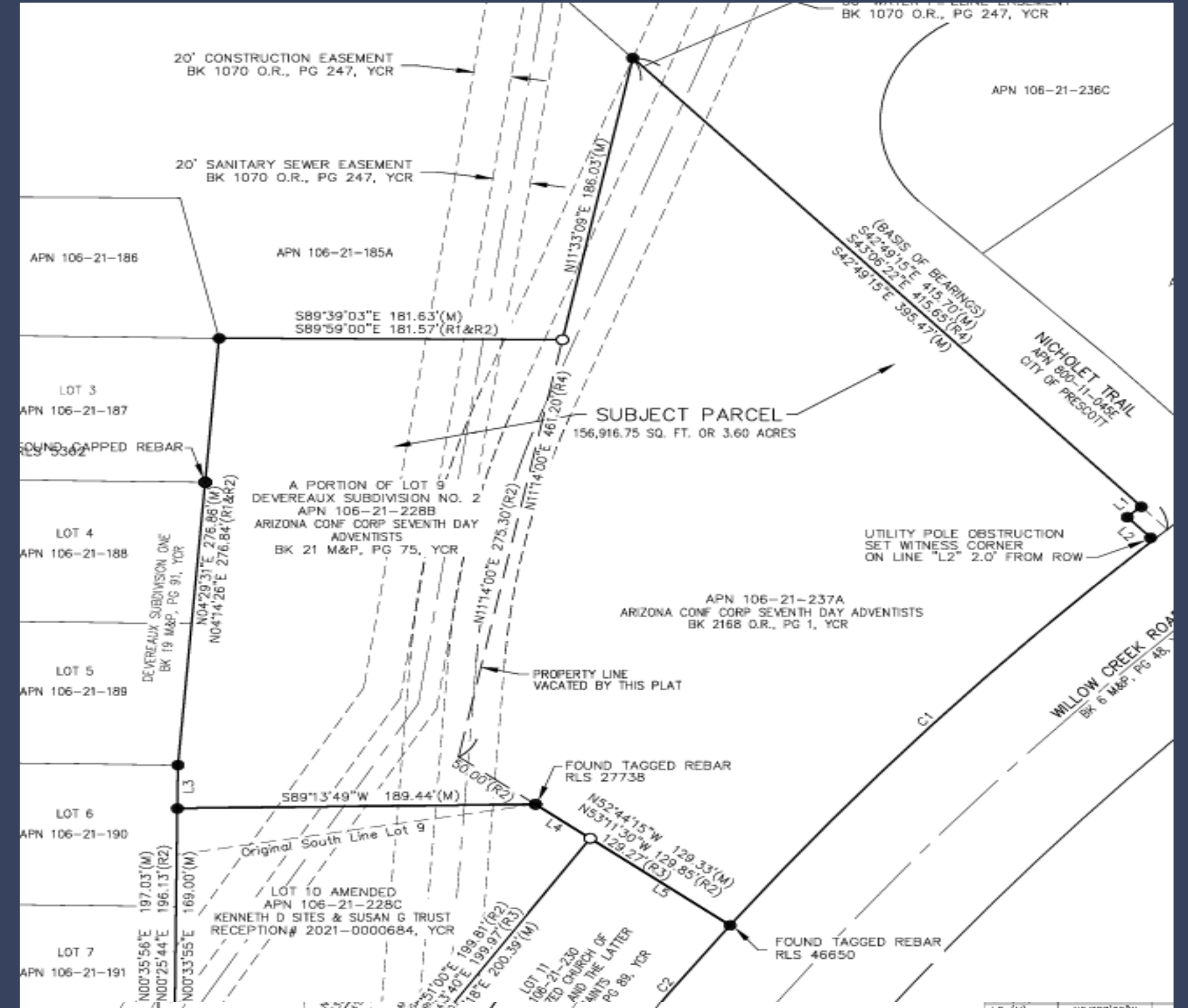


prescott_2024-02-08 09:10:08
Zoning

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

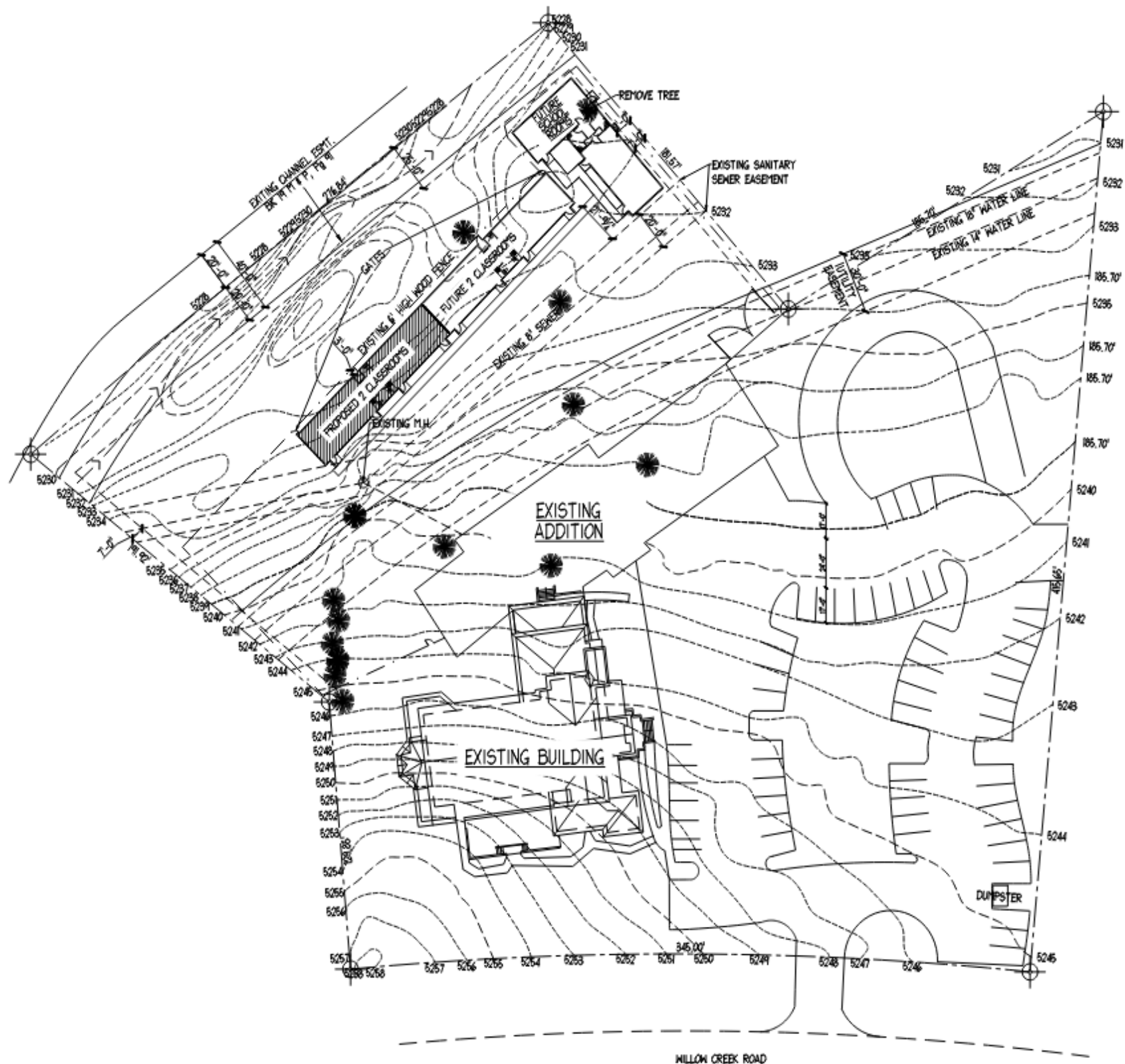
REVISION OF PLAT

- Revision of Plat approved and recorded July 8th, 2025, to combine two parcels (APN:106-21-228B) with existing parcel (APN: 106-21-237A).
- Revision of Plat was required for the expansion/addition of 2 new school buildings on parcel (106-21-228B).



EXPANSION PLANS

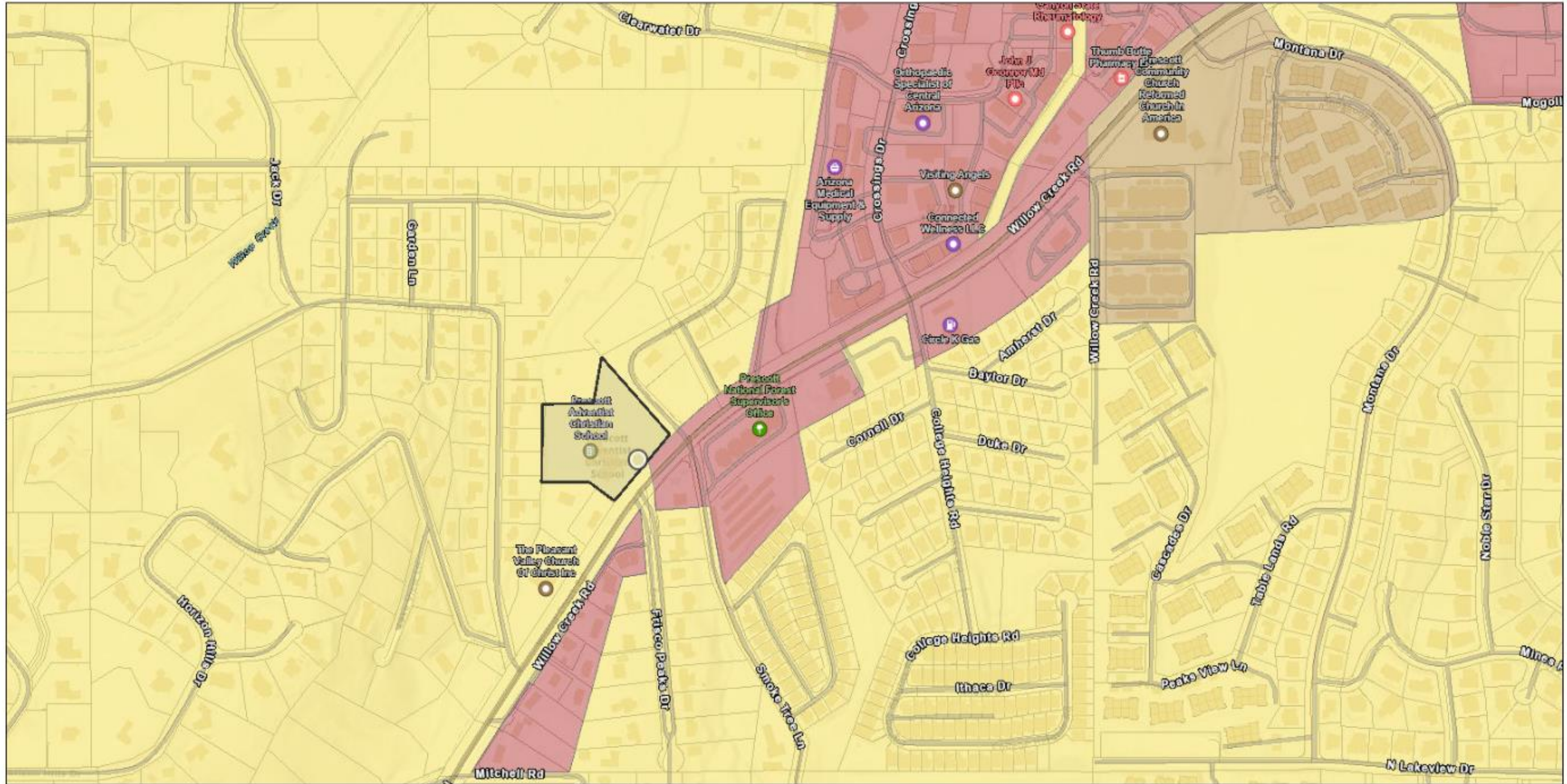
- Church/School expansion includes the addition of new classroom buildings west of the existing Church/School Building.



SITE PLAN

SCALE 1" = 20'-0"

2015 General Plan Land Use Map



2/6/2026

Landuse General Plan

- Commercial
- Low-Medium Density Res. (1-7 DU/Acre)
- Med-High Density Res. (8-32 DU/Acre)

Streets

- Minor Arterial
- Major Collector
- Minor Collector

Local Street

- Buildings
- Parcels
- World_Hillshade

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, SafeGraph, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User

LAND DEVELOPMENT CODE – LAND USE TABLE

PERMITTED USE TABLE																					
SPECIFIC USE	RESIDENTIAL BASE ZONING DISTRICTS										NONRESIDENTIAL BASE ZONING DISTRICTS									Use Standards	
	RE-2	SF-35	SF-18	SF-12	SF-9	SF-6	RT	MF-M	MF-H	SPC	NOS	RS	MU	RO	NOB	BG	BR	DTB	IT		IL
Day Care, Home-based (5-8 persons)	C						C	C	C			P	P	P	P	P	P	P	P		2.4.20
Electrical Generation Plants																			S	S	2.4.22
Emergency Medical Clinics								C					C	P	P	P	P	P			--
Golf Courses	S	S	S	S	S	S	S	S	S		S										2.4.23
Golf Driving Ranges	C															P		P	P	P	2.4.24
Hospitals & Trauma Centers															P	P		P			--
Libraries							S	S	S			S	S	P	P	P	P	S			--
Medical Clinics & Offices								C				P	P	P	P	P	P	P			--
Museums	S	S	S	S	S	S	C	C	C			C	P	P	P	P	P	P			--
Park or Nature Preserves	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	--
Places of Worship, Churches	C	C	C	C	C	C	C	C	P			P	P	P	P	P	P	P	P		--
Playgrounds	P	P	P	P	P	P	P	P	P			P	P	P	P	P		P	P	P	--
Private Clubs or Lodges	C						C	C	C			C	P	P	P	P	P	P	P	P	2.4.38
Schools, public or private, 9-12							C	C	C			C	C	C	P	P	P	P	P		--
Schools, public or private, K-8	C	C	C	C	C	C	C	C	C			C	C	C	P	P	P	P	P		--

Schools Grades K-8 Allowed with an Approved Conditional Use Permit in existing SF-35 Zoning District.

PERMITTED USE TABLE																					
SPECIFIC USE	RESIDENTIAL BASE ZONING DISTRICTS										NONRESIDENTIAL BASE ZONING DISTRICTS									Use Standards	
	RE-2	SF-35	SF-18	SF-12	SF-9	SF-6	RT	MF-M	MF-H	SPC	NOS	RS	MU	RO	NOB	BG	BR	DTB	IT		IL
Day Care, Home-based (5-8 persons)	C						C	C	C			P	P	P	P	P	P	P	P		2.4.20
Electrical Generation Plants																			S	S	2.4.22
Emergency Medical Clinics								C					C	P	P	P	P	P			--
Golf Courses	S	S	S	S	S	S	S	S	S		S										2.4.23
Golf Driving Ranges	C															P		P	P	P	2.4.24
Hospitals & Trauma Centers															P	P		P			--
Libraries							S	S	S			S	S	P	P	P	P	S			--
Medical Clinics & Offices								C				P	P	P	P	P	P	P			--
Museums	S	S	S	S	S	S	C	C	C			C	P	P	P	P	P	P			--
Park or Nature Preserves	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	--
Places of Worship, Churches	C	C	C	C	C	C	C	C	P			P	P	P	P	P	P	P	P		--
Playgrounds	P	P	P	P	P	P	P	P	P			P	P	P	P	P		P	P	P	--
Private Clubs or Lodges	C						C	C	C			C	P	P	P	P	P	P	P	P	2.4.38
Schools, public or private, 9-12							C	C	C			C	C	C	P	P	P	P	P		--
Schools, public or private, K-8	C	C	C	C	C	C	C	C	C			C	C	C	P	P	P	P	P		--

Schools Grades 9-12 not allowed in the existing SF-35 Zoning District.

EXISTING SEVENTH-DAY ADVENTIST PROPERTY



(REZONING SITE POSTING – WILLOW CREEK ROAD)



(EXISTING BUILDINGS AND PARKING – FACING WEST FROM WILLOW CREEK ROAD)

EXISTING SEVENTH-DAY ADVENTIST PROPERTY



(EXISTING SITE – NORTHWEST CORENER OF PROPERTY)



PROPOSED LOCATION OF
NEW CLASSROOM
BUILDINGS

(COMBINED PARCEL FROM REVISION OF PLAT)

EXISTING SEVENTH-DAY ADVENTIST PROPERTY



(NEIGHBORING PROPERTY ZONED BUSINESS GENERAL – WILLOW TREE
TAPAS & WINE – SOUTH DIRECTLY ACROSS WILLOW CREEK ROAD)



(NEIGHBORING PROPERTY ZONED NEIGHBORHOOD ORIENTED BUSINESS
– NORTH OF EXISTING CHURCH)

CODE COMPLIANCE

City staff from various departments have reviewed the conceptual project and found that it appears to meet City Code requirements.



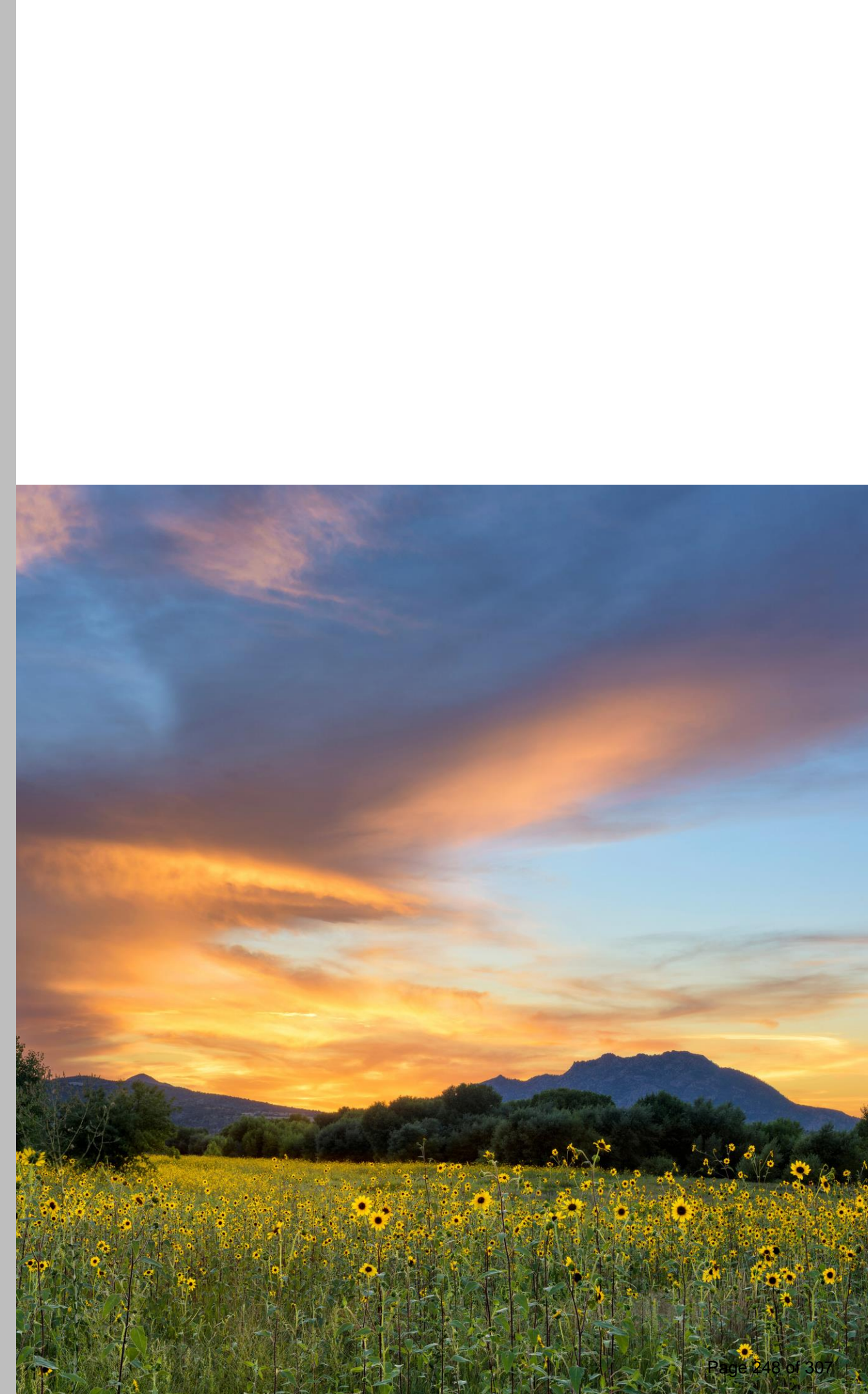
Issues for Consideration (LDC 9.15.5)

- A. Consistency (or lack thereof) with the Prescott General Plan, and other adopted plans.**
- B. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.**
- C. Suitability of the subject property for uses permitted by the proposed zoning district.**
- D. Suitability of the subject property for the uses permitted by the existing district; and**
- E. Availability of sewer, water, and stormwater facilities.**



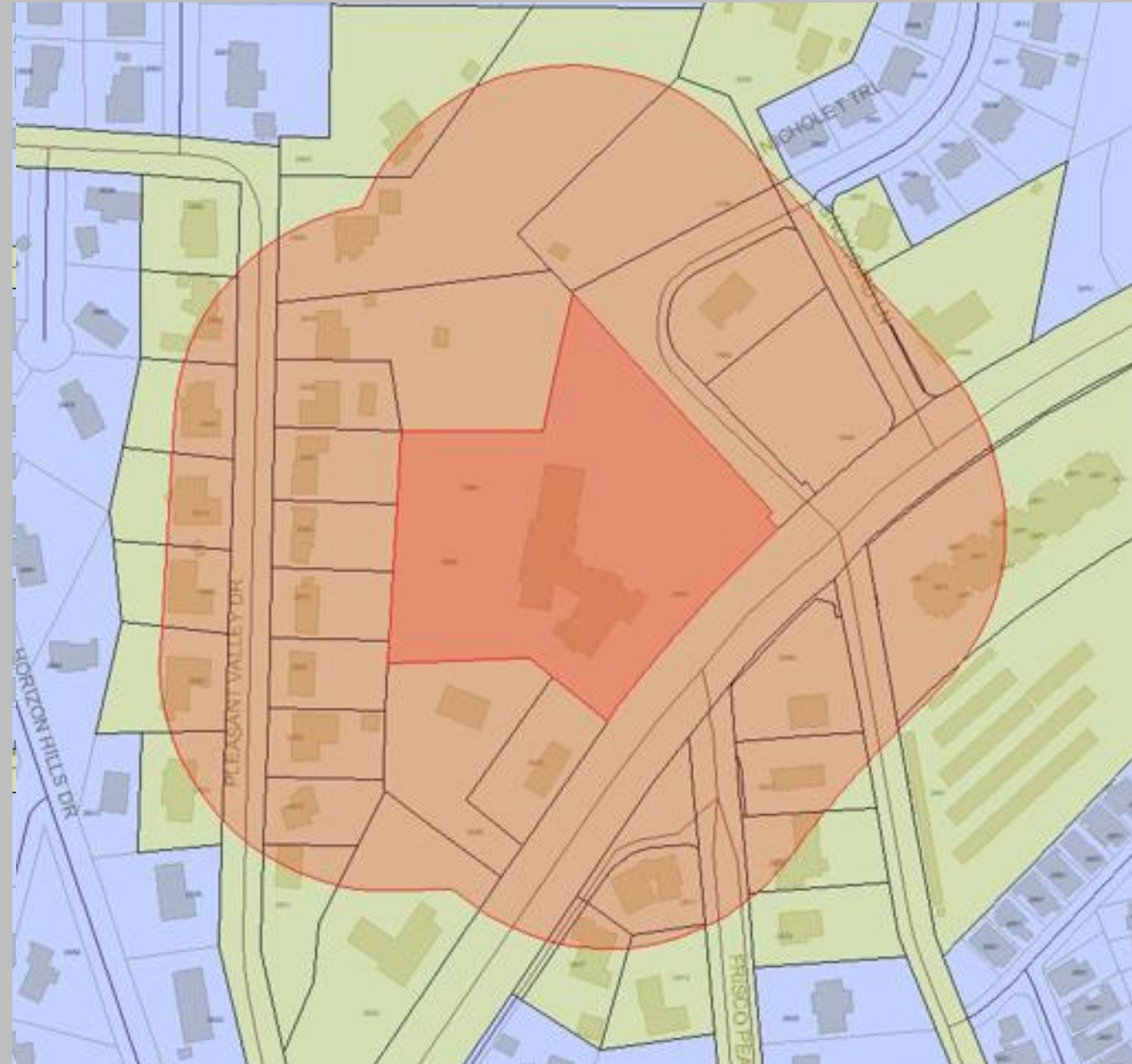
Minor General Plan Map Amendment

The 2015 General Plan designated this area for Low-Medium Density Residential (1-7 DU/acre). This application requires a Minor General Plan Map amendment from Low-Medium Density Residential to Commercial allowing for the proposed zoning requested and expansion of the existing use of a school to include grades 9-12.



Neighborhood Outreach

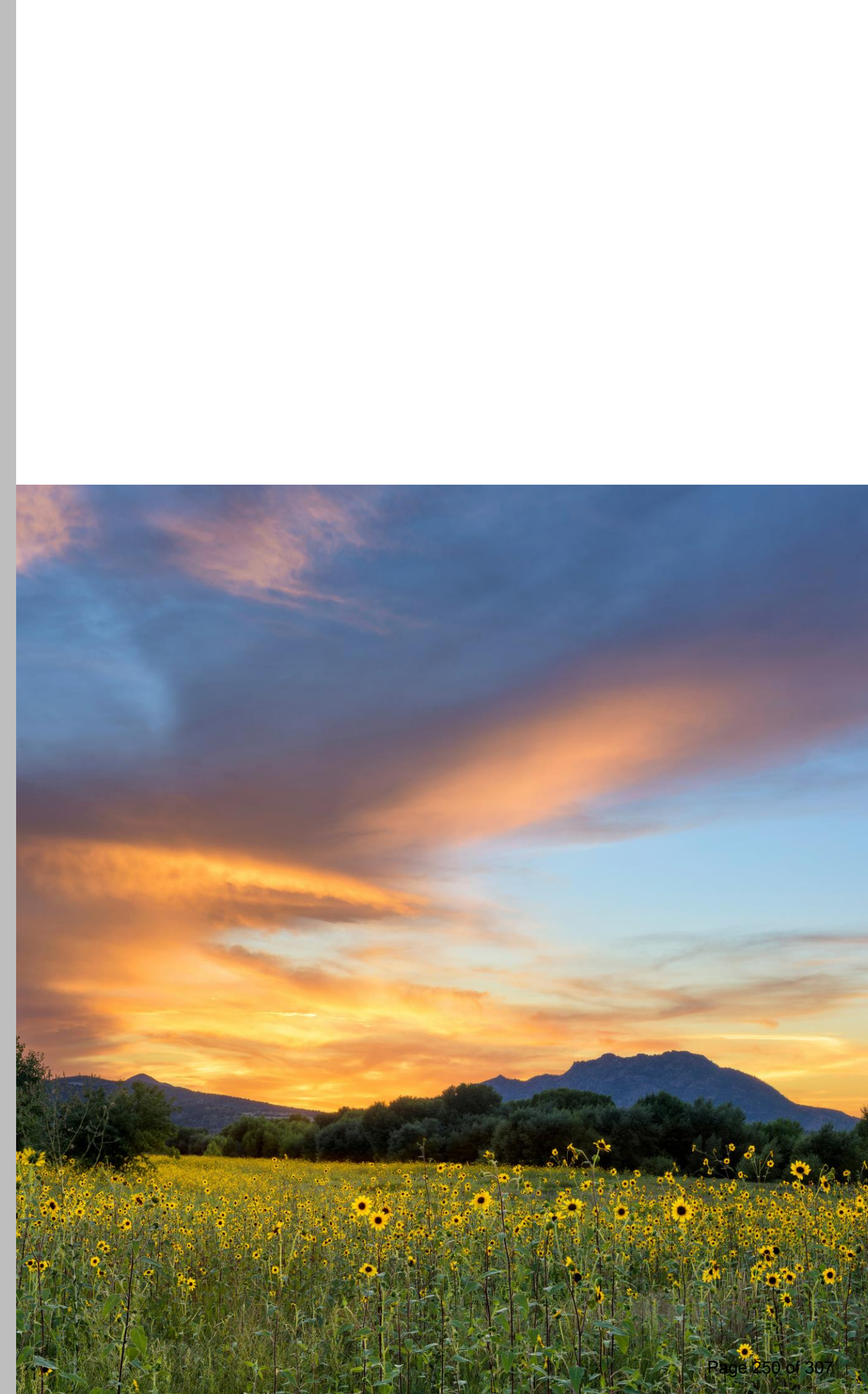
Staff sent mailings to the owners of record within 300' of the property, posted the property, and published a notice in the local paper pursuant to statutory requirements. Staff has not received any public comments regarding this request.





Planning and Zoning Commission

At their February 26th, 2026, meeting, the Planning and Zoning Commission reviewed the request and unanimously (6-0) recommended approval of both GPA26-001 and REZ26-001.



Recommended Action

1. MOVE to approve Resolution No. 2026-1978.
2. MOVE to approve Ordinance No. 2026-1937.





TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: City Clerk
ITEM #: 11.D
SUBJECT: **CONTINUED ITEM:** Discussion & Possible Action Regarding Updates to Article IX Section 6 of the Prescott City Charter "Majority to Elect in Primary" for Approval at a Future Election; Review of Recommendations from the Charter Review Committee Regarding Proposed Charter Revisions; and Possible Adoption of Resolution No. 2026-1977 Providing Notice of a Special Election to be Held November 3, 2026.

ITEM SUMMARY

This item is continued from the Tuesday, November 4, 2025 Voting Meeting to provide further follow-up to the September 9, 2025 Study Session at which the Council discussed possible updates to the Prescott City Charter, particularly Article IX, Section 6. Staff is seeking direction from the Council on which option they would like to see for a future Charter Amendment, and is also including recommendations from the Charter Review Committee regarding Article IX, Section 6 ballot language as well as ballot language for Article XI, Section 4.

BACKGROUND

Since at least 2011, the city has calculated a majority based on the adopted Charter language with the following formula: Total ballots, minus overvotes, divided by two, plus one. This calculation differs from general law cities and state statute in that it is based on "ballots" rather than "votes". Following the 2025 Primary Election, all five candidates for Council failed to achieve a majority based on this calculation and have moved forward to the General Election posing the question of whether the Charter language needs to be revised, clarified or brought in line with state statute to avoid future runoff elections.

At the September 9 Study Session, the Council discussed potential revisions to the language of the Charter. There was general consensus regarding at minimum, the addition of clarifying language, and some members of Council expressed the desire to have the charter mirror State Statute language regarding majority calculations. At this time, staff wishes to follow up on that discussion and has provided three (3) different options for the Council to decide between as well as a specific recommendation from the Charter Review Committee.

If the Council wishes to proceed with this Charter amendment, as well as at least one additional proposed amendment forwarded as a recommendation from the Charter Review Committee, staff recommends adopting the attached Resolution No. 2026-1977. Adoption of this resolution will call for a Special Election on November 3, 2026. Further, staff has attached the reviewed and recommended ballot language forwarded from the Charter Review Committee for potential approval by the Council.

I. Article IX, Section 6 Amendments:

Option 1: Maintain current charter language with slight modifications to include clarifying language

Majority to elect in primary At the a city of Prescott primary election any candidate who shall receive a majority of all the valid ballots cast (calculated by taking the total number of ballots cast, minus the overvotes as provided by

the Yavapai County Elections Office tabulation) at such election for that office shall be declared elected to the office for which he or she is a candidate, and no further election shall be held as to said candidate.

Option 2: Revise language to mirror state statute (Recommendation of the Charter Review Committee)

A. At the primary election any candidate who shall receive a majority of all the votes cast at such election for that office shall be declared elected to the office for which the person is a candidate, and no further election shall be held as to said candidate.

B. For the purposes of this section, the majority of votes cast is determined by:

- 1. Calculating the total number of actual votes cast for all candidates for an office whose names were lawfully on the ballot for that office.*
- 2. Dividing the sum reached pursuant to paragraph 1 of this subsection by the number of seats to be filled for the office.*
- 3. Dividing the number reached pursuant to paragraph 2 of this subsection by two and rounding that number to the highest whole number.*

C. If more candidates receive a majority of votes cast than there are seats to be filled for the office pursuant to this section, from among those candidates who receive a majority of votes cast, the candidates who receive the highest number of votes equal to the number of seats to be filled for the office shall be declared elected to that office.

At their February 25, 2026 meeting the Charter Review Committee unanimously recommended forwarding to Council for approval ballot language (Attachment B) which would amend Article IX, Section 6 to reflect the same standard as state statute.

Option 3: Revise language to state that top vote getters are duly elected in primary

Section 6 - Majority to elect in primary At the a city of Prescott primary election the candidates receiving the highest number of votes for the seat of Mayor and Council (3 seats) at such election for that office shall be declared duly elected to the office for which he or she is a candidate, and no further election shall be held as to said candidate.

II. Article XI, Section 4 Entitled "Presiding Officer; Appointment, Justice of Peace as City Judge"

This item was carryover from discussions of the former Mayor's Charter Review Commission Ad Hoc, and was discussed at the January 2026 meeting during which time the group requested that staff bring back an amendment that would revise language to remove the words "justice of peace". This is a simple cleanup fix and more appropriately reflects the structure of the City Court. Staff made the requested revisions and at the February 25, 2026 Charter Review Committee meeting the Committee unanimously recommended forwarding to Council for approval ballot language (Attachment D) to amend Article XI, Section 4.

Should the Council determine that they would like to place multiple Propositions on the ballot for the language related to "Majority to Elect in Primary", the additional alternative which is includes the statement regarding "conflicting measures" is also attached to this memo (Attachment C).

FINANCIAL IMPACT

There is no fiscal impact associated with this item at this time, there will be future costs for conducting a Special Election and administrative costs for updates to the City Charter.

RECOMMENDED ACTION

1) MOVE to adopt Resolution No. 2026-1977; and 2) Following discussion, direction to staff regarding ballot language for Charter updates or MOVE to approve ballot language as provided

ATTACHMENTS

1. Resolution No. 2026-1977_Calling for Special Election
2. PropXXX_Majority to Elect in Primary
3. Additional Alternative Measure PropXXX_Majority to Elect in Primary

4. PropXXX_City Court

RESOLUTION NO. 2026-1977

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROVIDING NOTICE OF A SPECIAL ELECTION TO BE HELD IN CONSOLIDATION WITH THE YAVAPAI COUNTY GENERAL ELECTION ON NOVEMBER 3, 2026; AND AUTHORIZING THE CITY CLERK TO ENTER INTO ANY AGREEMENTS NECESSARY TO PROVIDE SERVICES FOR SUCH ELECTIONS

RECITALS:

WHEREAS, the holding of Primary and General Elections is enabled by law and prescribed by the City of Prescott Charter; and,

WHEREAS, the Council wishes to propose amendments to the Prescott City Charter for voter approval at a Special Election; and,

ENACTMENTS:

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

Section 1. THAT Yavapai County will conduct a General Election on Tuesday, November 3, 2026 for various county, state and federal races.

Section 2. THAT the City of Prescott may conduct a Special Election for its purposes in consolidation with the November 3, 2026 General Election.

Section 3. THAT the City Clerk is authorized to enter into any agreements with the Yavapai County Elections Department and any necessary vendors to provide election services for the November 3, 2026 Special Election.

Section 5. THAT said elections shall be vote-by-mail balloting, and otherwise held in accordance with the provisions of applicable State Statutes, City Charter provisions, city code and Ordinances and Resolutions of the City.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ___ day of March, 2026.

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL
City Clerk

JOSEPH L. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1977 is a true, correct and accurate copy of Resolution No. 2026-1977, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2026.

Seal

City Clerk

PROPOSITION ____

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IX, SECTION 6, ENTITLED “MAJORITY TO ELECT IN PRIMARY”

SHALL ARTICLE IX, SECTION 6 OF THE CITY CHARTER ENTITLED “MAJORITY TO ELECT IN PRIMARY” BE AMENDED AS FOLLOWS?

A. At the primary election any candidate who shall receive a majority of all the valid ballots VOTES cast at such election ~~for that office~~ shall be declared elected to the office for which THE PERSON he is a candidate, and no further election shall be held as to said candidate.

B. FOR THE PURPOSES OF THIS SECTION, THE MAJORITY OF VOTES CAST IS DETERMINED BY:

1. CALCULATING THE TOTAL NUMBER OF ACTUAL VOTES CAST FOR ALL CANDIDATES FOR AN OFFICE WHOSE NAMES WERE LAWFULLY ON THE BALLOT FOR THAT OFFICE;
2. DIVIDING THE SUM REACHED PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION BY THE NUMBER OF SEATS TO BE FILLED FOR THE OFFICE;
3. DIVIDING THE NUMBER REACHED PURSUANT TO PARAGRAPH 2 OF THIS SUBSECTION BY TWO AND ROUNDING THAT NUMBER TO THE HIGHEST WHOLE NUMBER.

C. IF MORE CANDIDATES RECEIVE A MAJORITY OF VOTES CAST THAN THERE ARE SEATS TO BE FILLED FOR THE OFFICE PURSUANT TO THIS SECTION, FROM AMONG THOSE CANDIDATES WHO RECEIVE A MAJORITY OF VOTES CAST, THE CANDIDATES WHO SHALL RECEIVE THE HIGHEST NUMBER OF VOTES EQUAL TO THE NUMBER OF SEATS TO BE FILLED FOR THE OFFICE SHALL BE DECLARED ELECTED TO THAT OFFICE.

FULL BALLOT TEXT:

OFFICIAL TITLE: PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IX, SECTION 6 ENTITLED “MAJORITY TO ELECT IN PRIMARY”

DESCRIPTIVE TITLE: AMENDMENT TO THE CITY CHARTER SHALL REVISE THE MAJORITY CALCULATION FOR DETERMINING ELECTION IN THE PRIMARY TO MIRROR ARIZONA REVISED STATUTES.

A “YES” vote shall have the effect of revising Article IX, Section 6 of the City Charter of calculating the majority to elect in primary elections by mirroring state statute.

A “NO” vote shall have the effect of maintaining the current wording.

ADDITIONAL ALTERNATIVE BALLOT MEASURE

PROPOSITION ____

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IX, SECTION 6, ENTITLED “MAJORITY TO ELECT IN PRIMARY”

SHALL ARTICLE IX, SECTION 6 OF THE CITY CHARTER ENTITLED “MAJORITY TO ELECT IN PRIMARY” BE AMENDED AS FOLLOWS?

A. Majority to elect in primary At ~~the~~ a CITY OF PRESCOTT primary election any candidate who shall receive a majority of all the valid ballots cast (CALCULATED BY TAKING THE TOTAL NUMBER OF BALLOTS CAST, MINUS THE OVERVOTES AS PROVIDED BY THE YAVAPAI COUNTY ELECTIONS OFFICE TABULATION) at such election ~~for that office~~ shall be declared elected to the office for which he OR SHE is a candidate, and no further election shall be held as to said candidate.

FULL BALLOT TEXT:

OFFICIAL TITLE: PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IX, SECTION 6 ENTITLED “MAJORITY TO ELECT IN PRIMARY”

DESCRIPTIVE TITLE: AMENDMENT TO THE CITY CHARTER SHALL REVISE THE MAJORITY CALCULATION FOR DETERMINING ELECTION IN THE PRIMARY TO CLARIFY THE CURRENT PROCESS FOR DETERMINING A MAJORITY.

A “YES” vote shall have the effect of maintaining the current process for determining a majority under Article IX, Section 6 but revising the language for the sake of clarity.

A “NO” vote shall have the effect of maintaining the current wording.

If two or more conflicting measures or amendments to the Charter shall be approved by the people at the same election, the measure or amendment receiving the greatest number of affirmative votes shall prevail in all particulars as to which there is conflict.

PROPOSITION ____

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE XI, SECTION 4, ENTITLED “PRESIDING OFFICER; APPOINTMENT; TERM; JUSTICE OF PEACE AS CITY JUDGE”

SHALL ARTICLE XI, SECTION 4 OF THE CITY CHARTER ENTITLED “PRESIDING OFFICER; APPOINTMENT; TERM; JUSTICE OF PEACE AS CITY JUDGE” BE AMENDED AS FOLLOWS?

Section 4 – Presiding Officer; Appointment; Term; ~~Justice of Peace as~~ City Judge

FULL BALLOT TEXT:

OFFICIAL TITLE: PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE XI, SECTION 4 ENTITLED “PRESIDING OFFICER; APPOINTMENT; TERM; JUSTICE OF PEACE AS CITY JUDGE”

DESCRIPTIVE TITLE: AMENDMENT TO THE CITY CHARTER SHALL REVISE ARTICLE XI, SECTION 4 BY REMOVING “JUSTICE OF PEACE AS” FROM SECTION TITLE.

A “YES” vote shall have the effect of removing “Justice of Peace as” from Section title.

A “NO” vote shall have the effect of maintaining the current wording.



TO: MAYOR AND CITY COUNCIL
AGENDA: March 10 Voting Meeting
DATE: March 10, 2026
DEPT: Community Development
ITEM #: 11.E
SUBJECT: Presentation, Discussion & Possible Action Regarding the City's Workforce Housing Strategy and Implementation Plan.

ITEM SUMMARY

This item is for staff to present the proposed Workforce Housing Strategy and Implementation Plan for Council consideration. The presentation will summarize progress to date, outline revisions made in response to Council feedback, and show how the plan puts the City's Workforce Housing Policy Framework into action. Staff will be asking Council to approve the Plan as presented or with edits, and to provide direction on the ongoing role of the Workforce Housing Committee, so the City can move into the implementation phase efficiently and begin using the remaining State Housing Trust Fund grant dollars before they expire.

BACKGROUND

In Spring 2024, the City of Prescott applied for and was awarded a \$200,000 grant from the Arizona Department of Housing (ADOH) through State Housing Trust Funds (Contract No. 911-24) to develop a Local Jurisdiction Affordable Housing Plan in accordance with 2024 Arizona Senate Bill 1162 (SB1162).

On February 25, 2025, City Council approved the selection of Elliott D. Pollack & Company (City Contract No. 2025-139) to complete the grant deliverables. In accordance with the ADOH contract, the City exercised the option to retain a consulting firm rather than hire a permanent Workforce Housing Program Manager.

Elliott D. Pollack & Company conducted a comprehensive Housing Needs Assessment, which included substantial community engagement. The Workforce Housing Committee hosted a public Workforce Housing Forum on January 30, 2025, and a community survey on Prescott housing needs remained open through March 31, 2025. During the summer of 2025, the consultant conducted stakeholder interviews to better understand workforce housing challenges and barriers.

On September 9, 2025, the consultant presented the completed Housing Needs Assessment findings to City Council. On November 4, 2025, City Council approved the Workforce Housing Policy Framework, developed in collaboration with the Workforce Housing Committee. The Policy Framework established the City's intent and guiding principles for addressing workforce housing.

The Workforce Housing Strategy and Implementation Plan now before Council is designed to translate that policy direction into specific actions, administrative processes, and timelines.

At the January 2026 Council meeting, staff and the consultant presented draft strategic initiatives and implementation concepts. Following that meeting, the consultant and staff were able to meet individually with five of the seven council members to gather additional feedback and clarify priorities. These conversations helped refine the draft so it more accurately reflects Council's direction at this point in time.

Based on that feedback, the draft Plan was adjusted in several ways:

- Certain tools were removed from the near term phase after Council indicated they were not priorities at this time or may require additional discussion before moving forward.
- Some strategies were deferred so they can be revisited later if Council chooses.
- Timelines were adjusted to reflect Council's guidance on what steps should occur first.
- The layout of strategies was updated to clearly show how Council's input shaped the first phase of work.

The updated Plan now focuses on the initial administrative and process-related steps that council members identified as appropriate to begin with. These steps include preparing Land Development Code (LDC) amendments to support the Policy Framework, developing a standard Development Agreement, establishing incentive eligibility criteria, and creating a straightforward application and review process for future workforce housing proposals.

To support a smooth transition from planning to implementation, staff will also be seeking Council direction on the ongoing role of the Workforce Housing Committee. Clarifying the committee's function going forward will help ensure alignment between Council priorities, administrative processes, and implementation.

This structure gives Council full flexibility to guide how the program develops. The Plan does not commit the City to any future decisions and does not limit Council's ability to add, remove, or revisit tools as experience grows and policy discussions continue.

FINANCIAL IMPACT

Funding for implementation is available through Arizona Department of Housing (ADOH) State Housing Trust Fund (SHTF).

RECOMMENDED ACTION

MOVE to approve the Workforce Housing Strategy and Implementation Plan

ATTACHMENTS

1. Prescott Workforce Housing Strategy and Implementation Plan
2. COP Turnover Costs Information Sheet
3. 3.10.26 Workforce Housing Strategy and Implementation Plan Presentation



Workforce Housing Strategy & Implementation Plan

March 10, 2026

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Prescott Workforce Housing Strategy & Implementation Plan

1.0 Introduction

Over the last five years, the city of Prescott has experienced declining housing affordability, similar to that occurring across Arizona. In total, about 29.2% of households in the community are currently burdened by their housing costs (spending more than 30% of income on housing), including 46.6% of all renters. The city is projected to experience moderate growth for the foreseeable future, and affordability challenges will continue. Solutions are needed for current residents burdened by housing costs and to plan for the housing needs of future residents.

The Prescott City Council established the Workforce Housing Committee with the purpose of researching, reviewing and proposing recommendations to Council regarding attainable housing options and solutions for the workforce of Prescott. The term “Workforce” includes those employed in occupations considered essential to a community’s functioning including those in education, healthcare, public safety (police officers and firefighters), construction, and other key services. The cost of housing in Prescott has created difficulty for the City, colleges, medical centers, and local businesses to hire and retain essential personnel. The work of the Committee resulted in the adoption of the Prescott Workforce Housing Policy Framework in November 2025. This important groundbreaking document provides an initial directive for increasing the availability of attainable workforce housing in Prescott. This Implementation Plan and Strategy outlines the actions that will be required to move the City forward to solutions that will meet the goals of the Workforce Housing Policy Framework.

Prescott has a wide range of housing affordability needs. Workforce housing is an area that the city can impact at the local level through various incentives. A workforce household is defined as earning between 60% and 120% of the area’s median income. Median income is determined by family size as shown on the following chart. For the Prescott metro area in 2025, this equates to a family of four earning between \$54,360 and \$108,720.

Table 1

FY 2025 Multifamily Tax Subsidy Project Income Limits Yavapai County, AZ								
Area Median Family Income \$87,300								
% of Median Income	Persons in Family							
	1	2	3	4	5	6	7	8
120%	\$76,060	\$86,980	\$97,850	\$108,720	\$117,420	\$126,120	\$134,810	\$143,510
80%	\$50,720	\$58,000	\$65,200	\$72,500	\$78,300	\$84,100	\$89,900	\$95,700
60%	\$38,040	\$43,500	\$48,920	\$54,360	\$58,740	\$63,060	\$67,440	\$71,760

Source: Department of Housing & Urban Development

Affordable workforce housing costs for households ranging in size from one to four persons are shown in Table 2. Costs range from \$751 for a one-person household earning 60% of AMI to \$2,518 for a four-person household earning 120% of AMI (after deducting \$200 per month for utilities).

Table 2

2025 Affordable Workforce Housing Costs Prescott Workforce Housing Policy						
Household Size	Income Range			Housing Cost Range		
	60%	80%	120%	60%	80%	120%
1 person	\$38,040	\$50,720	\$76,060	\$751	\$1,068	\$1,702
2 people	\$43,500	\$58,000	\$86,980	\$888	\$1,250	\$1,975
3 people	\$48,920	\$65,200	\$97,850	\$1,023	\$1,430	\$2,246
4 people	\$54,360	\$72,500	\$108,720	\$1,159	\$1,613	\$2,518

Note: Cost range includes \$200 per month estimate for utilities

Prescott is in a strong position to address the affordability needs of its growing community. Given its size, Prescott has a broad economy that is built on a variety of industries including manufacturing, government, media (publishing and entertainment), healthcare, education, retail, and telecommunications. The city’s unemployment rate stood at 5.0% as of September 2025, an increase from 4.0% one year earlier and slightly above the September state-wide average of 4.7%. While unemployment has increased in the city and state, the rate is still an indicator of robust employment.

However, the primary concerns with the Prescott economy are (1) a labor force participation rate for Prescott of 42.4% which is well below the state average of 60.1% and (2) the median age of the Prescott population at 60 years (40.5% of the population is over the age of 65

compared to 18.6% for the state). This raises questions about the ability of the local labor force to continue to provide services for the aging population. In order to ensure the availability of a qualified workforce, housing needs to be available for service and essential workers.

Table 3

Labor Force Participation 2023			
	Prescott	Yavapai County	Arizona
Population 16 year and over	42,149	209,074	5,862,117
Civilian Labor Force	17,870	100,945	3,522,511
Employment	17,041	96,693	3,340,327
Unemployment	829	4,252	182,184
Labor Force Participation Rate	42.4%	48.3%	60.1%
Source: ACS2023 5-year estimate			

Workforce Housing Need

Households are considered burdened by the cost of housing if rent and other housing costs total more than 30% of total household income. For a homeowner, the cost of housing typically includes a mortgage, property taxes, and insurance (often wrapped into one payment) plus utilities. For a renter, the cost of housing is rent and utilities. According to data from the American Community Survey of the U.S. Census, 1,996 workforce households in Prescott earning between 60% and 120% of AMI are currently burdened by housing costs including 771 renters and 1,225 owners (Table 4).

Table 4 also estimates the growth in workforce households over the next 15 years totaling 1,104 households. Based on the current percentage of workforce households burdened by housing costs today, about 214 future households may find a similar situation as they search for affordable housing. However, this estimate is viewed as conservative since many workforce households entering the Prescott market in the future will likely find it difficult to find affordable housing due to the increase in construction costs over the past five years. The total current and future workforce that may be burdened by housing costs is conservatively estimated at 2,210 households.

Table 4

Existing & Future Workforce Housing Demand City of Prescott		
	Households	%
Existing Renter Workforce Households 60%-120% AMI		
\$50,000 to \$74,999:	1,565	
30 percent or more spent on housing	506	32.3%
\$75,000 or more:	1,918	
30 percent or more spent on housing	265	13.8%
Total Burdened Renter Households	771	22.1%
Existing Owner Workforce Households 60%-120% AMI		
\$50,000 to \$74,999:	2,839	
30 percent or more spent on housing	690	24.3%
\$75,000 or more:	8,479	
30 percent or more spent on housing	535	6.3%
Total Burdened Owner Households	1,225	10.8%
Total Existing Burdened Workforce Households	1,996	13.5%
Future Workforce Households 60%-120% AMI		
\$50,000 to \$74,999	661	
30 percent or more spent on housing	180	27.2%
\$75,000 to \$99,999	443	
30 percent or more spent on housing	34	7.7%
Total Potential Workforce Households	214	
Total Potential Workforce Housing Burden	2,210	
Source: ACS 2023 5-year estimate		

2.0 Housing Strategy

2.1 Preface

The Workforce Housing Policy Framework establishes Prescott’s intent to address workforce housing affordability. The following Initiatives, Strategies, and Implementation Plan provide the roadmap for the commitment by the City to establish an investment in workforce housing by using incentives and land use tools that have been shown to be effective. The effort will involve both city staff and Elliott D. Pollack & Company as a third party consultant who will collaborate with the staff on various implementation activities.

There are several different administrative models for establishing a workforce housing program. In order to maintain simplicity and the ability to provide flexibility to amend the program over time, this Workforce Housing Strategy recommends reliance on two primary documents that will provide guidance on administration of Prescott’s Workforce Housing program. Those documents are:

- The Workforce Housing Policy Framework as currently written and amended in the future, and
- Amendments to the Prescott LDC that will be prepared in the next year to ensure the Framework can be implemented in conformance with state law.

The Vision

As outlined in the Workforce Housing Policy Framework, the Workforce Housing Committee’s Vision is to facilitate housing solutions to attract and retain quality employees and lead to improved service delivery and quality of life for residents and the workforce.

The Goal

The overall goal of a Workforce Housing Policy Framework is to create and maintain housing that is affordable for critical, essential workers, ensuring they can live in the communities they serve.

2.2 Strategic Initiatives

The following Strategic Initiatives follow from the Workforce Housing Policy Framework. Strategic Initiatives are actions that need to be taken by the City to implement the Workforce Housing Policy Framework. Strategies outline specific steps that are required to achieve each Initiative.

Initiative 1: Amend the Prescott Land Development Code (LDC) to implement the Workforce Housing Policy Framework

Strategy 1.1: Adopt a new section of the LDC for Workforce Housing

A Workforce Housing text amendment to the LDC needs to be adopted to ensure actions taken by the City Council and staff in implementation of the Workforce Housing Policy Framework are consistent with Arizona State law and current provisions of the LDC. A new “Workforce Housing” section should be amended to the LDC in Section 2.0 or Section 9.0. The amendment should include the following elements.

- Define eligibility for incentives such as the minimum percentage of workforce housing units to be included in a project, the location of workforce housing projects relative to community amenities, and the types of acceptable housing units.
- Outline how the program would be administered by the city and the requirements to be placed upon the developer to ensure compliance with the program.
- Define LDC development standards modifications such as density bonuses, eligible/potential parking reductions, and other code requirements.
- Utilize the Planned Area Development provisions of the LDC, Section 9.5, to provide flexibility in site design, property development standards, and increased density for incentivized workforce housing complexes.
- Determine if the maximum densities of the PAD section of the LDC can be exceeded with the granting of a density incentive for a workforce housing complex.

Strategy 1.2: Adopt Additional LDC and City Code Amendments

- Amend the Guest Quarters and ADU section of the LDC (Section 2.5.6) to permit the rental of a Guest Quarters or ADU separately from the principal dwelling unit.
- Consider amending the Guest Quarters and ADU section of the LDC to conform to the principles of HB 2720 (A.R.S. § 9-461.18).

Recommendations for LDC Workforce Housing Amendment

- **Recommendation:** Establish the minimum percentage of workforce units planned for any project at 10%.
- **Recommendation:** Provide a sliding scale of density bonus to the percentage of workforce housing units proposed for a project. The adjacent chart is a suggestion for density bonuses.
- **Recommendation:** Parking may be reduced based on a traffic and parking study and proximity to community amenities.
- **Recommendation:** Building height and setbacks may be modified from LDC standards through a PAD designation.

Percentage of Affordable Units & Density Bonus	
% of Affordable Units	% Density Bonus
10%	15%
12%	18%
14%	21%
16%	24%
18%	27%
20% plus	30%

Initiative 2: Develop Incentive Programs for Workforce Housing

Strategy 2.1: Use Development Agreements (DA) as the Primary Instrument to Document the Conditions and Requirements of a Workforce Housing Award

- Develop a standardized Development Agreement that will outline all conditions and requirements imposed by the City on approved Workforce Housing projects including fee waivers, impact fee deferral, density incentives, deed restrictions, maintenance of units, reporting requirements, performance bonds, and other inducements.

Strategy 2.2: Implement Non-Impact Fee Waivers for Building, Planning, Engineering, and Utility Fees

- Fee waivers would be granted based on the percentage of workforce housing units in a project (for example if 25% of the total units in a project are designated as workforce housing, then 25% of eligible fees may be waived or reimbursed). Fees subject to waiver could include Building Permit Fees, Planning and Zoning Fees, Site Plan Review Fees, Subdivision Fees, Building Plan Review and Inspection Fees, Utilities Department Fees (connection, service initiation), and other development-related fees as determined by the City.

Strategy 2.3: Explore In-Lieu Alternatives for the Provision of Workforce Housing

- As an alternative to including workforce housing in a project, establish a formula for a “payment in-lieu of development”. In-lieu fees would be deposited into a dedicated affordable housing fund.
- Evaluate options for the use of in-lieu revenue for workforce housing purposes such as a down payment assistance program, land acquisition for workforce housing, low-interest gap loans, and similar options.

Strategy 2.4: Provide Standards for Expedited Review

- Provide accelerated review slots for qualified workforce housing projects with an approved Workforce Housing Certification.
- Provide outreach to qualified developers early in the process to establish a review schedule for qualified projects.

Initiative 3: Prepare Workforce Housing Proposal Documentation

Strategy 3.1: Prepare a Workforce Housing Certification Form

- Prepare a Workforce Housing Certification form that ensures compliance with program standards including targeting household earning between 60% and 120% of AMI, the percentage of workforce housing units in the project, and commits the developer to maintain affordability for 30 years. The status of the developer as a viable candidate for workforce housing development is also established.

Strategy 3.2: Develop a Standardized Review Framework

- Prepare a standardized review framework for workforce housing proposals that will allow for evaluation of Land Development Code modifications, fee waivers, density incentives, and other inducements to ensure fairness and consistency among proposals.

Initiative 4: Establish a Community Land Trust (CLT)

An important element of promoting homeownership for workforce households is a Community Land Trust (CLT) that owns the land and leases the land to a buyer on a 99-year term. The workforce household owns only the improvements and therefore the value of the home price is reduced by 15% to 25%. When the home is sold, the price is capped so it can be sold to another workforce household. The CLT retains ownership of the land, and the seller retains a portion of the equity that can be used to purchase another unit. CLTs can be used for a variety of purposes including infill development as well as for new home subdivision development.

Strategy 4.1: Consider Options for Establishing a CLT

- A CLT is often operated by a non-profit organization but can also be administered directly by a municipality. A non-profit organization that already manages a CLT may prove to be an efficient way in which to initiate a CLT as well as providing home-buying counseling for buyers, assisting with qualifying candidates for purchase, and helping with resale of workforce units.

Initiative 5: Explore the Creation of an Infill Incentive District

Arizona Revised Statutes (“ARS”) § 9-499.10 enables cities and towns to establish infill incentive districts and adopt an infill incentive plan to encourage redevelopment in the district. Under the plan, a city may provide a variety of redevelopment incentives including expedited zoning or rezoning procedures, expedited processing of plans and proposals, waivers of municipal fees for development activities, financial assistance, and relief from development standards.

Strategy 5.1: Establish an Infill Incentive Plan to Expand Workforce Housing Opportunities

- The Plan will facilitate intensifying residential development in existing developed areas of Prescott, effectively using existing infrastructure. Such development will positively impact commercial development in the infill district and assist with adaptive reuse of commercial and historic buildings that are vacant or underutilized.

Initiative 6: Explore Options for Workforce Housing Funding

The commitment to support development and expansion of workforce housing in Prescott will require significant financial resources.

Strategy 6.1: Explore Creation of a Workforce Housing Trust Fund

- The fund would serve as a repository of revenue for workforce housing purposes that could come from voluntary contributions as well as dedicated revenue streams. The fund could be used to leverage private investment in workforce housing, including gap financing, down payment assistance programs, and other purposes.

Strategy 6.2: Explore Sources of Funding for the Trust Fund

- Consider funding the Trust Fund on a routine basis from City revenue sources to support the Workforce Housing program. Potential funding could come from a combination of a General Fund allocation, state or federal funding, a transient

occupancy tax allocation, proceeds from excess land sales, a dedicated sales tax allocation, and G.O. Bond proceeds.

Strategy 6.3: Consider the Use of Industrial Development Authority (IDA) Bonds for Workforce Housing Financing

- IDA financing at the county and city levels in Arizona has been used for direct financing and gap financing of workforce housing projects. Prescott’s IDA could serve the same purpose.

Initiative 7: Explore Housing Resources for City Employees

The city is committed to the recruitment and retention of qualified employees and will consider a variety of strategies to support a skilled workforce.

Strategy 7.1: Explore Programs that Provide Assistance to City Employees

- Integrate housing support programs into the City’s overall benefits package that may include downpayment assistance, rent subsidies, housing stipends, and other programs, particularly for those employees in key public service roles that require extensive training at a cost to the City.

Strategy 7.2: Provide Housing Resource Support to Employees

- Provide information to employees on housing opportunities and assistance programs. Work with workforce housing developers to reserve a portion of workforce housing units for City employees.

Initiative 8: Conduct an Inventory of Surplus City-Owned Land

Strategy 8.1: Identify City-Owned Properties that may be Suitable for Workforce Housing Opportunities

- Through the surplus land inventory, identify property that may be suitable for workforce housing based on access, utility availability, proximity to community assets, and neighborhood integration.

Strategy 8.2: Identify City-Owned Property that may be Suitable for a Land Trade

- As part of the surplus land inventory, identify properties that could be leveraged as a land swap for property with better workforce housing opportunities.

Initiative 9: Provide Resources for Implementation of the Workforce Housing Policy Framework

Strategy 9.1: Identify Staffing Resources and Consultant Contracts for on-Going Program Management of the Workforce Housing Policy Framework

- The staffing resources required to continue the Workforce Housing program management are significant. Just some of the initial implementation tasks to establish a workforce housing program as outlined in the Policy Framework and this Strategy document, which will be the responsibility of City staff and consultants, include:
 - Drafting LDC amendments.
 - Developing a standardized financial analysis and scoring system for evaluation of workforce housing projects.
 - Preparing a Workforce Housing Certification form that ensures compliance with program standards.
 - Developing a Workforce Housing Guidebook and a Developer Guidebook.
 - Establishing incentive programs for workforce housing units.
 - Coordinating with program participants to ensure alignment with City's housing goals.
 - Conducting outreach to the community.

Once the workforce housing program is established and operating, on-going program maintenance and management responsibilities will include:

- Providing developer and stakeholder support.
 - Monitoring the progress of workforce housing projects, coordinating with developers/owners on qualifying applicants for housing units, and reporting on compliance with adopted policies.
 - Ensuring developer accountability and identifying those who do not meet performance benchmarks.
- In conjunction with City management, identify available staff and contractors to initiate the Workforce Housing Program and additional staffing requirements as the program becomes fully implemented and workforce housing projects come online. Consider retaining private and non-profit organizations that may assist with management of certain elements of the program.

Strategy 9.2: Develop Workforce Educational Guidebooks

- Prepare (1) the Workforce Guidebook for households seeking workforce housing including educational information for City residents on the benefits of workforce housing and (2) the Developer Guidebook providing an overview of the workforce housing incentives, certification process, and accountability standards.

Strategy 9.3: Conduct a Public Outreach Campaign

- Ongoing outreach to the community and collaboration between the Workforce Housing Committee, stakeholders, residents, businesses, developers, and housing advocacy groups is vital to the success of the workforce housing program. Opportunities to engage the public will be identified to build community support for workforce housing.

Initiative 10: Consider Expanding the Tools Available to Implement the Workforce Housing Policy Framework

Strategy 10.1: Consider the Use of the Government Property Excise Lease Tax (GPLET)

- The GPLET is a primary tool available to cities to incentivize development and redevelopment of areas of the community. The GPLET allows ownership of a property to be transferred from a private entity to the municipality and leased back to the original owner. Since the government owned property is not subject to a property tax, the GPLET instead imposes an excise tax on the property which is lower than the normal property tax. The excise tax can be abated for eight years if property is situated within a Central Business District (CBD) and a Redevelopment Area (RDA).

The GPLET can help reduce the financial gap for workforce housing, infill development, and redevelopment challenges by reducing a project's operating cost. In exchange for imposing the GPLET on a residential property, some cities require a minimum percentage of units to be reserved in the project for workforce households. Alternatively, the developer may opt to pay an in-lieu fee to the community that will be used for housing development purposes.

Strategy 10.2: Consider the use of a Construction Sales Tax Rebate as a Workforce Housing Incentive

- Prescott's construction sales tax is 2.95% of construction cost, subject to certain adjustments. A rebate or reimbursement of all or a portion of the sales tax would be a significant financial incentive for workforce housing developers.

Strategy 10.3: Consider Initiating a Land Banking Program

- Land banking is focused on public entities purchasing vacant, abandoned, and deteriorated properties in order to return them to productive use. The simple acquisition of a deteriorated property can often improve the surrounding neighborhood. Sites are often suitable for workforce housing, often in infill locations.

Strategy 10.4: Work With the School District to Identify Excess Property Which May Provide Opportunities for Workforce Housing

Strategy 10.5: Work With Local Church Groups to Identify Excess Land That Could Support Workforce Housing Development

Strategy 10.6: Conduct a Comprehensive Review of the City's LDC and Development Standards to Reduce or Eliminate Barriers to Workforce Housing

Initiative 11: Promote and Support Missing Middle Housing Types

Strategy 11.1: Ensure Missing Middle Ownership Housing Products can be Accommodated within the LDC

- Following are examples of several types of ownership housing products that may serve to provide options for affordable workforce housing units. The products include six-pack cluster courts, small lot single family units, and townhomes. Product types should be evaluated to determine if the provisions of the LDC and PAD can accommodate similar units.

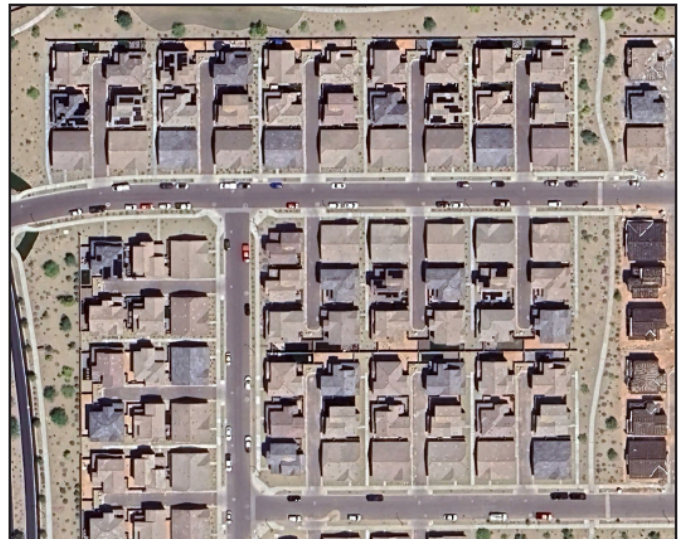
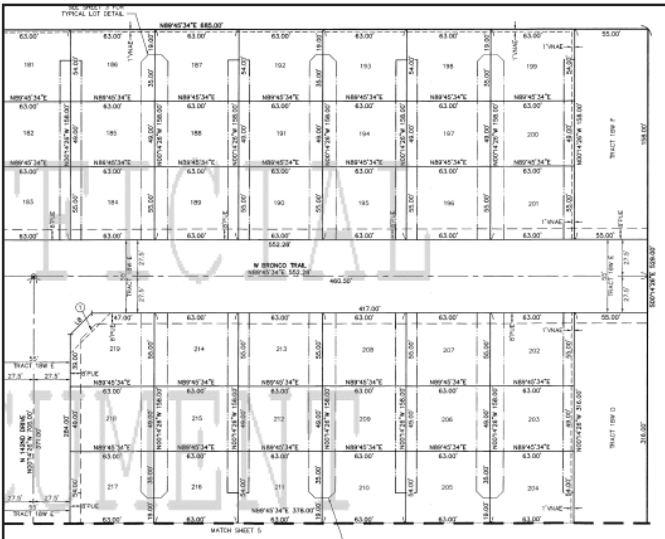
RANCHO MERCADO SURPRISE, AZ

AN EXISTING RESIDENTIAL DEVELOPMENT
BUILT BY TAYLOR MORRISON

NORTHEAST OF HAPPY VALLEY ROAD
AND RANCHO MERCADO PARKWAY

6-PACK AUTOCOURT / CLUSTER HOME

- BUILDING HEIGHT: 2-STORY
- TYPICAL DENSITY: 6-8 DU/AC
- MIN. LOT SIZE: 49'X63'
- MIN. LOT AREA: 3,087 SF
- FRONT DOORS ON COMMON OPEN SPACE TRACT OR PUBLIC STREET



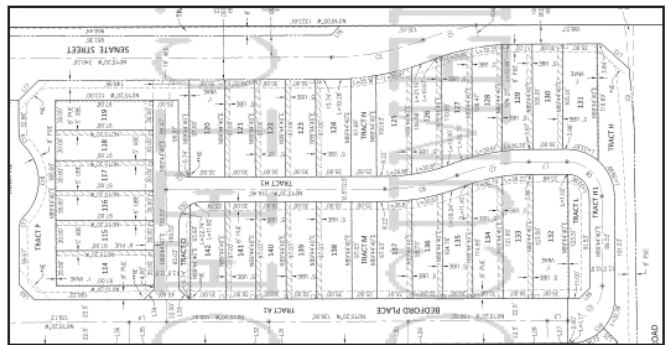
HORIZON CHANDLER, AZ

AN EXISTING RESIDENTIAL DEVELOPMENT
BUILT BY LENNAR

NORTHEAST OF GERMANN ROAD AND
MCQUEEN ROAD

DETACHED, ALLEY-LOADED PRODUCT

- BUILDING HEIGHT: 2-STORY
- TYPICAL DENSITY: 6-8 DU/AC
- MIN. LOT SIZE: 30'X97'
- MIN. LOT AREA: 2,910 SF
- SIDE SETBACKS: 0' & 10' WITH 5' U.B.E.
- DOORS ON OPEN SPACE OR STREET



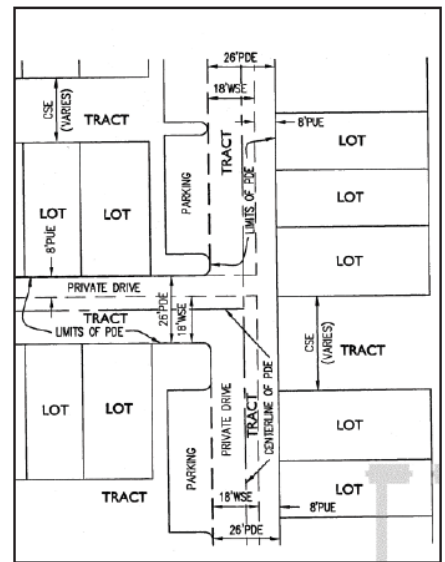
FINCHER FIELDS GILBERT, AZ

AN EXISTING RESIDENTIAL DEVELOPMENT
BUILT BY LENNAR

NORTHWEST OF WILLIAMS FIELD ROAD
AND RECKER ROAD

ATTACHED, ALLEY-LOADED TOWNHOMES

- BUILDING HEIGHT: 2-STORY
- TYPICAL DENSITY: 12-18 DU/AC
- MIN. LOT SIZE: 22'X70'
- MIN. LOT AREA: 1,540 SF
- FRONT DOORS ON COMMON OPEN SPACE TRACT OR PUBLIC STREET



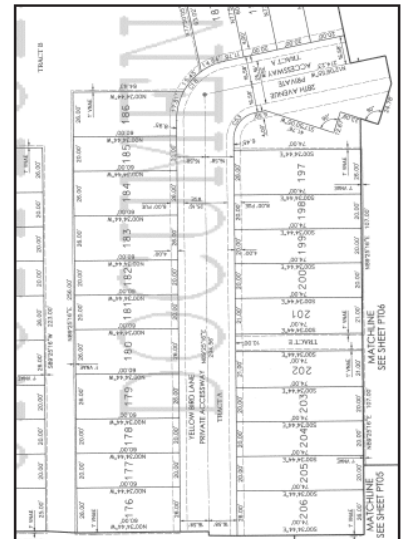
23 & 17 NORTH PHOENIX, AZ

TWO RESIDENTIAL DEVELOPMENTS BY
K. HOVNANIAN HOMES

23: NE OF NORTHERN RD AND 23RD AVE
17: NE OF INTERSTATE 17 AND JOMAX RD

FRONT-LOADED, ATTACHED TOWNHOMES

- BUILDING HEIGHT: 2-STORY
- TYPICAL DENSITY: 10-15 DU/AC
- MIN. LOT SIZE: 20'X60' WITH 3' APRON
20'X74' WITH DRIVEWAY
- MIN. LOT AREA: 1,200 SF OR 1,480 SF
- FRONT DOORS ON PUBLIC STREET



2.3 Summary of the Impact of Incentives on Workforce Housing Costs

Development incentives and workforce housing programs each affect three of the major elements of the cost of development – land cost, soft costs, and hard costs. The extent of the impact is dependent on the cost element with soft cost incentives likely resulting in the smallest impact relative to the overall cost of the project. Land costs can be effectively reduced by the use of Community Land Trusts (CLTs), use of city-owned land, and density bonuses, often in combination. Hard costs (labor and materials) are associated with financing, assistance with infrastructure improvements, and waiver of construction sales taxes. Overall, any incentives and assistance that the City can offer to a workforce housing project will help to bring the complex to fruition.

Table 5

Workforce Housing Development Tools	
Costs of Development	Tools
<p style="text-align: center;">Land Costs 15%-20% of total costs</p>	<ul style="list-style-type: none"> Community Land Trust Use of City-owned land Land Bank Density bonuses Zoning/General Plan policies GPLET City contribution to lower private land cost (Housing Trust Fund)
<p style="text-align: center;">Soft Costs 15%-20% of total costs (Design, Entitlement, Permits)</p>	<ul style="list-style-type: none"> Waiver of permit fees Waiver/reimbursement of impact fees Expedited review of plans Flexible design standards Streamlining of development requirements & processes
<p style="text-align: center;">Hard Costs 60%-70% of total costs (Labor & Building Materials)</p>	<ul style="list-style-type: none"> Waiver of construction sales tax Reduced parking requirements City assistance with infrastructure improvements Direct capital funding of development costs (Gap Financing) Industrial Development Authority Bonds Partnerships with private developers & non-profits

3.0 Implementation Plan

The Implementation Plan addresses the timeline for executing the Initiatives and Strategies outlined in the Workforce Housing Policy. The Implementation Plan identifies (1) the expected timeline for each strategy ranging from short-term (less than 1 year) to long-term (more than 2 years) and (2) the party responsible for acting on the specific strategy, whether the primary lead is a consulting firm, the City, or a joint effort between the city and its consultant. It is anticipated that a consulting firm will be involved to some extent in all actions taken in executing the Implementation Plan with transition of responsibility over time as the City gains experience in reviewing and approving workforce housing projects.

The timeline for the Implementation Plan considers the following elements:

- The time commitment on the part of staff and consultant to achieve the strategies.
- Whether a strategy depends on another strategy's completion before it can be started or completed.
- Whether parts of this strategy will require City Council approval for implementation (such as amendments to the LDC).
- Funding commitments, including staffing, that may require significant budget analysis.
- City Council priorities.
- Resources of the staff to undertake the strategy.

3.1 Key Strategies

Several strategies are key to the initial implementation of the Workforce Housing Policy Framework, without which the Framework cannot be executed. The strategies listed below are focused on a few critical tasks to establish the workforce housing program which include both ongoing activities and short-term actions completed in less than one year.

- Adopting an amendment to the LDC for workforce housing (short-term 1-year task).
- Preparing a form of Development Agreement that will outline the responsibilities of the City and developer for a workforce housing project (ongoing task).
- Preparing workforce housing documentation such as the certification form and standardized review framework (short-term 1-year task).
- Establishing a Community Land Trust (short-term 1-year task).
- Exploring housing resources for City employees (ongoing task).
- Providing resources to implement the Workforce Housing Policy Framework (short-term 1-year task).

The Implementation Plan should be reviewed and updated annually as the City gains experience in implementing the Workforce Housing Policy Framework. Strategies will likely change along with timing of implementation based on the response to the Policy from the community and working through workforce housing proposals. Implementing the Workforce Housing Policy should be viewed as a long-term effort to improve affordability in the City that will need constant review and adjustment.

3.2 Implementation Process

The process of executing this Implementation Plan is expected to involve several steps to ensure community acceptance of workforce housing concepts and conformance with the vision of the Workforce Housing Policy Framework. The process will include:

- Drafting of workforce housing documents in accordance with this Implementation Plan.
- Review of documents by the Workforce Housing Committee with recommendations forwarded to Council.
- Presentation to and review of draft documents by City Council.
- Revision of documents and final presentation of recommendations to City Council.

Throughout the implementation process, **community engagement** will be a vital step to gaining feedback from the general public, business interests, and community organizations on workforce housing. Some of that engagement has already occurred. As part of the Housing Needs Assessment prepared in 2025, an online survey was conducted regarding the public's opinions on housing affordability. A total of 252 responses were collected. This firm also conducted personal interviews of 12 stakeholders as part of this study to gather further opinions workforce housing, barriers, and affordability. Further community engagement efforts will include:

- Building coalitions among community organizations,
- Fostering relationships with major employers and the Chamber,
- Coordinating engagement efforts with the Workforce Housing Committee, and
- Identifying opportunities to engage the public in workforce housing dialogue and discussion.

Coordinating with City and department leaders on initial strategy implementation and community engagement will be an ongoing effort.

The Implementation Plan is shown below with the expected timeline for each strategy and the lead party responsible for acting on the specific strategy,

Prescott Workforce Housing Strategy & Implementation Plan

Implementation Plan Prescott Workforce Housing Policy Framework							
Policy Initiative & Strategy	Timeline				Lead Responsible Party		
	Short Term 1 year	Medium Term 1 - 2 Years	Long Term 2 Years+	Ongoing	Consultant	City	Joint Effort
Initiative 1: Amend the Prescott Land Development Code (LDC) to Implement the Workforce Housing Policy Framework							
Strategy 1.1: Adopt a new section of the LDC for Workforce Housing	✓				X		
Strategy 1.2: Adopt Additional LDC and City Code Amendments		✓				X	
Initiative 2: Develop Incentive Programs for Workforce Housing							
Strategy 2.1: Use Development Agreements (DA) as the Primary Instrument to Document the Conditions and Requirements of a Workforce Housing Award				✓	X		
Strategy 2.2: Implement Non-Impact Fee Waivers for Building, Planning, Engineering, and Utility Fees		✓			X		
Strategy 2.3: Explore In-Lieu Alternatives for the Provision of Workforce Housing			✓				X
Strategy 2.4: Provide Standards for Expedited Review		✓				X	
Initiative 3: Prepare Workforce Housing Proposal Documentation							
Strategy 3.1: Prepare a Workforce Housing Certification Form	✓				X		
Strategy 3.2: Develop a Standardized Review Framework	✓				X		
Initiative 4: Establish a Community Land Trust (CLT)							
Strategy 4.1: Consider Options for Establishing a Community Land Trust (CLT)	✓						
Initiative 5: Explore the Creation of an Infill Incentive District							
Strategy 5.1: Establish an Infill Incentive Plan to Expand Workforce Housing Opportunities		✓				X	
Initiative 6: Explore Options for Workforce Housing Funding							
Strategy 6.1: Explore Creation of a Workforce Housing Trust Fund			✓				X
Strategy 6.2: Explore Sources of Funding for the Trust Fund			✓				X
Strategy 6.3: Consider the Use of Industrial Development Authority (IDA) Bonds for Workforce Housing Financing		✓				X	
Initiative 7: Explore Housing Resources for City Employees							
Strategy 7.1: Explore Programs that Provide Assistance to City Employees				✓		X	
Strategy 7.2: Provide Housing Resource Support to Employees				✓		X	
Initiative 8: Conduct an Inventory of Surplus City-Owned Land							
Strategy 8.1: Identify City-Owned Properties that may be Suitable for Workforce Housing Opportunities				✓		X	
Strategy 8.2: Identify City-Owned Properties that may be Suitable for a Land Trade		✓				X	

Continued on following page

Implementation Plan Prescott Workforce Housing Policy Framework							
Policy Initiative & Strategy	Timeline				Lead Responsible Party		
	Short Term 1 year	Medium Term 1 - 2 Years	Long Term 2 Years+	Ongoing	Consultant	City	Joint Effort
Initiative 9: Provide Resources for Implementation of the Workforce Housing Policy Framework							
Strategy 9.1: Identify Staffing Resources for Workforce Housing Policy	✓						X
Strategy 9.2: Develop Workforce Educational Guidebooks	✓				X		
Strategy 9.3: Conduct a Public Outreach Campaign	✓				X		
Initiative 10: Consider Expanding the Tools Available to Implement the Workforce Housing Policy Framework							
Strategy 10.1: Consider the Use of the Government Property Excise Lease Tax (GPLET)		✓					X
Strategy 10.2: Consider the use of a Construction Sales Tax Rebate as a Workforce Housing Incentive		✓					X
Strategy 10.3: Consider Initiating a Land Banking Program		✓					X
Strategy 10.4: Work With the School District to Identify Excess Property Which May Provide Opportunities for Workforce Housing			✓			X	
Strategy 10.5: Work With Local Church Groups to Identify Excess Land That Could Support Workforce Housing Development			✓			X	
Strategy 10.6: Conduct a Comprehensive Review of the City's LDC and Development Standards to Reduce or Eliminate Barriers to Workforce Housing		✓				X	
Initiative 11: Promote and Support Missing Middle Housing Types							
Strategy 11.1: Ensure Missing Middle Ownership Housing Products can be Accommodated within the LDO		✓					X



City of Prescott Workforce Turnover Cost Info Sheet (2025)

Quick Facts

- Average cost to replace one employee: \$60,000+ (including vacancy costs)
- Estimated % of turnover tied to housing: 7%
- Job offers declined due to housing in 2025: 35

Workforce Snapshot (2025)

- Turnover rate: 14%; Avg. historical turnover: 15.3%
- Positions with highest turnover: Labor-intensive roles (equipment operators, utility workers) and police officers
- Share of employees living in Prescott: ≈45.3%; Avg. one-way commute: ≈15 minutes
- Housing impacts: 5 employees left due to housing costs; 7% of turnover attributed to housing; 35 job offers declined due to housing
- Time to fill key roles: ~180 days; Cost of vacancy: \$240/day (~\$43,200 for 180 days)

Cost per Turnover by Position

Position	Annual Salary	Turnover Cost	Vacancy Cost	Combined Est.
Firefighter	\$56,000	\$90,000	\$43,200	\$133,200
Police Officer	\$67,000	\$100,000	\$43,200	\$143,200
Trash Truck Driver	\$50,000	\$16,500	\$43,200	\$59,700
Utility Worker	\$45,000	\$14,850	\$43,200	\$58,050
Planner	\$70,000	\$23,100	\$43,200	\$66,300
Admin Specialist	\$43,000	\$14,190	\$43,200	\$57,390

*Using standard HR calculations, turnover cost for most positions = 33% of annual salary. This calculation assumes separation, replacement, training, and productivity loss costs. Firefighters and Police Officers use fixed estimates due to recruiting, academy, gear/equipment, certifications, field training, overtime coverage, etc. Vacancy cost assumed: \$240/day × 180 days = \$43,200.

Job Offers Declined Due to Housing (2025)

≈35 offers declined; estimated cost impact from extended vacancies: \$117,600 to \$252,000 depending on added days.

Assumptions & Notes

- 180 days assumed to fill key roles.
- \$240/day vacancy cost applied where roles are not immediately backfilled.
- Fire/Police turnover estimates include specialized costs beyond 33% formula.
- All figures are approximations. Actual costs may vary due to differences in skill sets, hiring pay ranges, and starting wages for each position.

Workforce Housing Strategy & Implementation Plan

March 10, 2026 City Council Voting Session

Presentation Overview

- Present the updated Workforce Housing Strategy and Implementation Plan.
- Summarize progress and updates made after the January meeting.
- Provide Council with options for how to begin implementation.
- Receive direction from Council on next steps.

Housing Need

Why This Work Matters:

- Many Prescott households spend more than 30% of their income on housing.
- Employers in healthcare, public safety, education, and other fields report difficulty hiring and keeping workers due in part to housing.
- Current home prices in Prescott and nearby communities make it difficult for many working households to live in Prescott.



Workforce Housing Definition

- Households earning 60%–120% of Area Median Income (AMI)
- Includes workers who support daily operations throughout the community such as teachers, firefighters, police, nurses, etc.

Workforce Challenges: Turnover & Hiring

Workforce Challenges Connected to Housing:

- Average cost to replace an employee: \$60,000+
- Time to fill key positions averages ~180 days
- Vacancy cost: ~\$43,200 per position (due to \$240/day × 180 days)
- Police and Fire turnover costs can exceed \$100,000 per employee
- In 2025, ~35 job offers were declined due to housing factors; about 7% of turnover tied to housing

- 2024:
 - City awarded ADOH SHTF grant
- 2025:
 - Needs Assessment completed with community input
- November 2025:
 - Workforce Housing Policy Framework adopted
- January 2026:
 - Draft Strategy presented; follow-up meetings with five Councilmembers
- March 2026:
 - Updated Plan reflects Council guidance

Project Timeline

Updates to Plan

- Certain tools removed from near-term implementation after Council feedback
- Some strategies deferred for future review
- Timeline sequencing adjusted
- Plan layout revised so Council direction is more clearly reflected

Focus Areas

- **Initiative 1:** Amend the Prescott Land Development Code (LDC) to Implement the Workforce Housing Policy Framework
- **Initiative 2:** Develop Incentive Programs for Workforce Housing
- **Initiative 3:** Prepare Workforce Housing Proposal Documentation
- **Initiative 4:** Establish a Community Land Trust (CLT)
- **Initiative 5:** Explore the Creation of an Infill Incentive District
- **Initiative 6:** Explore Options for Workforce Housing Funding
- **Initiative 7:** Explore Housing Resources for City Employees
- **Initiative 8:** Conduct an Inventory of Surplus City-Owned Land
- **Initiative 9:** Provide Resources for Implementation of the Workforce Housing Policy Framework
- **Initiative 10:** Consider Expanding the Tools Available to Implement the Workforce Housing Policy Framework
- **Initiative 11:** Promote and Support Missing Middle Housing Types

Focus Areas

01 Initiative 1: Land Development Code (LDC)

- 1.1 – Adopt a new section of the LDC for Workforce Housing
- 1.2 – Adopt additional LDC and City Code Amendments

02 Initiative 2: Incentive Programs

- 2.1 – Use Development Agreements (DA) as the primary instrument to document the conditions and requirements of a Workforce Housing Award
- 2.2 – Implement Non-Impact Fee Waivers for building, planning, engineering, and utility fees
- 2.3 – Explore In-Lieu alternatives for the provision of Workforce Housing
- 2.4 – Provide standards for expedited review

Focus Areas

03 Initiative 3: Workforce Housing Proposal Documentation

- 3.1 – Prepare a Workforce Housing Certification form
- 3.2 – Develop a standardized review framework

04 Initiative 4: Establish a Community Land Trust (CLT)

- 4.1 – Consider options for establishing a Community Land Trust (CLT)

05 Initiative 5: Infill Incentive District

- 5.1 – Establish an Infill Incentive Plan to expand Workforce Housing opportunities

Focus Areas

06 Initiative 6: Workforce Housing Funding

- 6.1 – Explore creation of a Workforce Housing Trust Fund
- 6.2 – Explore sources of funding for the Trust Fund
- 6.3 – Consider use of Industrial Development Authority (IDA) Bonds for Workforce Housing financing

07 Initiative 7: Housing Resources for COP Employees

- 7.1 – Explore programs that provide assistance to City Employees
- 7.2 – Provide housing resource support to employees

Focus Areas

08 Initiative 8: Inventory of City-Owned Land

- 8.1 – Identify City-owned properties that may be suitable for Workforce Housing opportunities
- 8.2 – Identify City-owned properties that may be suitable for a land trade

09 Initiative 9: Provide Resources for Implementation

- 9.1 – Identify staffing resources and consultant contracts for on-going program management of the Workforce Housing Policy Framework
- 9.2 – Develop Workforce educational guidebooks
- 9.3 – Conduct a public outreach campaign

Focus Areas

10 Initiative 10: Expanding Tools for Implementation

- 10.1 – Consider the use of the Government Property Excise Lease Tax (GPLET)
- 10.2 – Consider the use of a Construction Sales Tax Rebate as a Workforce Housing incentive
- 10.3 – Consider initiating a land banking program
- 10.4 – Work with the school district to identify excess property which may provide opportunities for Workforce Housing
- 10.5 – Work with local church groups to identify excess land that could support Workforce Housing development
- 10.6 – Conduct a comprehensive review of the City’s LDC and development standards to reduce or eliminate barriers to Workforce Housing

11 Initiative 11: Missing Middle Housing Types

- 11.1 – Ensure missing middle ownership housing products can be accommodated within the LDC

Items Removed or Deferred

Some tools that were explored earlier are still available but are not included as stand-alone programs. These tools can still be used by Council case-by-case as part of Development Agreement (DA) negotiations, rather than established as citywide policies at this stage:

- Impact-Fee Related Tools
 - Still available to Council
 - More likely to be used in specific cases as part of DA negotiations rather than as a broad policy at this stage
- In-Lieu Fee Options
 - Still included in the Strategy as a tool
 - Council feedback suggested they would most often be considered case-by-case through DAs, where project-specific conditions can be evaluated
- Financial Modeling Section
 - Still relevant but not included in the implementation plan - can be provided as a separate document
- Water Policy Related Items
 - Not included in final strategy
 - May align with future Water Policy updates and could be revisited if/when Council wishes to explore them again

Grant Funding Timing

Grant Consideration (SHTF)

- ~\$75,000 remains that must be used for implementation
- Must be spent before July 2026
- Cannot be used until a plan is approved

Workforce Housing Committee

Council direction on Workforce Housing
Committee's ongoing role.

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- Examples could include:**
- Helping with community outreach and education related to workforce housing
 - Serving as an as-needed recommending body for workforce housing project proposals
 - Providing advisory input on specific implementation tasks when requested by Council
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Council Action Recommendations

- **MOVE to Approve the Workforce Housing Strategy and Implementation Plan**
 - As presented by staff and the consultant, or
 - With any edits Council would like to make

Questions?

Thank You
