



# AGENDA

**PRESCOTT CITY COUNCIL  
STUDY SESSION  
Tuesday, November 19, 2013  
3:00 PM**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INVOCATION** Rabbi Adele Plotkin
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Lamerson
- ◆ **ROLL CALL**

## MAYOR AND CITY COUNCIL

|                   |                     |
|-------------------|---------------------|
| Mayor Kuykendall  |                     |
| Councilman Arnold | Councilman Kuknyo   |
| Councilman Blair  | Councilman Lamerson |
| Councilman Carlow | Councilman Scamardo |

- ◆ **ANNOUNCEMENTS**
- ◆ **PRESENTATION** Veterans Day Parade Awards

## **I. DISCUSSION ITEMS**

- A. Approval of purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085)
- B. Adoption of Resolution No. 4208-1417 approving an Intergovernmental Agreement (IGA) with Chino Valley; adoption of Resolution No. 4206-1415 approving an IGA with Dewey-Humboldt; adoption of Resolution No. 4209-1418 approving an IGA with Prescott Valley; and adoption of Resolution

- No. 4210-1419 approving an IGA with Yavapai County for a Household Hazardous Waste Collection Day to be hosted by the City of Prescott Solid Waste Division
- C. Approval of OnBase software support and maintenance services for Fiscal Year 2014 in the amount of \$29,500.00
  - D. Adoption of Resolution No. 4207-1416 accepting an Arizona Department of Homeland Security Grant in the amount of \$26,400.00; and approval of purchase of eight (8) portable radios with chargers and batteries in the amount of \$26,400.00 from Creative Communications, using State Contract No. ADSPO13-036883 (City Contract No. 2014-095)
  - E. Acceptance of a \$25,000.00 State Farm 2014 Good Neighbor Citizenship grant for the purchase of an all terrain vehicle and slip-in fire suppression unit for use in operation of the Wildland Division
  - F. Approval to purchase mobile live fire training system (burn trailer), as specified, from Fire Training Structures, LLC, in the total amount of \$170,000.00 (City Contract No. 2014-088)
  - G. Approval to apply for various Fiscal Year 2014-2015 grant opportunities for the Fire Department
  - H. Approval of a Base Hospital/Provider Agreement with Yavapai Regional Medical Center (City Contract No. 2014-096)
  - I. Adoption of Resolution 4204-1412 approving an Airport lease assignment as amended, from Spitfire Films, Inc., to MH Properties, LLC (City Contract No. 1994-124 A6)
  - J. Approval to submit a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement Airport Rescue & Firefighting (ARFF) vehicle
  - K. Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO13-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094)
  - L. Award of bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00 (City Contract No. 2014-097)
  - M. Adoption of Ordinance No. 4873-1411 amending the Land Development Code re detached Guest Quarters on residential properties
  - N. Adoption of Resolution No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Contract No. 2014-078)
  - O. Approval of a five (5) year Xerox Lease Agreement under State contract No. 072654700, in the total amount of \$14,502.60 (City Contract No.

2014-083)

- P. Approval of Professional Services Agreement with Dickinson Wright Mariscal Weeks for legal representation re Pure Wafer, Inc. v. City of Prescott, et al. CV-13-08236-PCT-JAT (City Contract No. 2014-093)
- Q. 60-day review/progress report regarding Group Residences
- R. Determine Consent Agenda for November 26, 2013 Voting Meeting

## **II. ADJOURNMENT**

### **EXECUTIVE SESSION**

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

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) 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));
- (v) 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));
- (vi) 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));
- (vii) 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)).

### **Confidentiality**

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 11-14-13 , at 5:00 p.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

\_\_\_\_\_  
Lynn Mulhall, City Clerk

**MEETING DATE/TYPES:**    **STUDY SESSION**    **11-19-13**  
                                         **VOTING SESSION**    **11-26-13**

**DEPARTMENT:**    **Field and Facilities Services**

**RECOMMENDED AGENDA CATEGORY:**    **Regular: Yes**    **Consent: No**

**AGENDA ITEM:** Approval of purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085)

| <b>Approved By:</b>  |                   | <b>Date:</b> |
|----------------------|-------------------|--------------|
| <b>Director:</b>     | Miller, Stephanie | 11/01/2013   |
|                      | Zelms, Alison     | 11/01/2013   |
| <b>City Clerk:</b>   | Mulhall, Lynn     | 11/12/2013   |
| <b>City Manager:</b> | McConnell, Craig  | 11/12/2013   |

### **Item Summary**

Approval of this item will authorize the purchase of replacement brooms and parts needed throughout the year for existing sweepers operated by the Street Maintenance Division.

### **Background**

The Street Maintenance Division uses two Broom Bear street sweepers and one Tymco vactor street sweeper in performing daily street-cleaning operations. Due to heavy use and wear and tear, the gutter brooms require frequent replacement. For over five years, sweepers have been equipped with patented Speed Plates to facilitate the changing of the gutter brooms. The Speed Plates allow for a much stronger and more stable mounting of the gutter brooms to the sweeper and faster broom-changing times. The connections are encased to prevent buildup of dirt and grease, eliminating corrosion and breakage, and associated maintenance.

West Coast Equipment is the only distributor of sweeper brooms which does not require bulk ordering for competitive pricing. West Coast Equipment provides brooms for all three street sweepers and is the sole source for the Speed Plate-compatible gutter brooms. The cost is \$548.38 per broom assembly, including tax.

Agenda Item: Approval of purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085)

### **Financial Impact**

The Street Maintenance Division has \$25,000.00 budgeted in FY14 for purchase of these replacement items.

### **Attachments**

1. West Coast Equipment Quote
2. Speed Plate Patent Information
3. Sole Source Form for Brooms

**Recommended Action: MOVE** to approve the purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085).



5310 W. Missouri Ave.  
Glendale, AZ 85301  
Phone 623-842-0978  
Fax 623-842-2008

| Quote      |         |
|------------|---------|
| Date       | Quote # |
| 10/17/2013 | 3340    |

| Name / Address                                        |
|-------------------------------------------------------|
| City of Prescott<br>P O Box 2059<br>Prescott AZ 86302 |

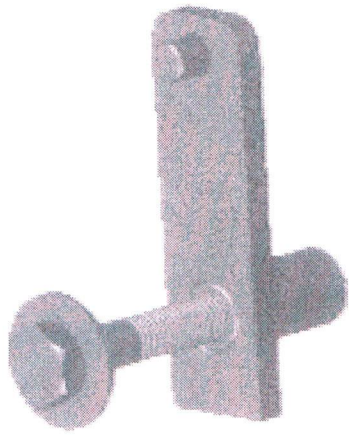
| Contact Name |
|--------------|
| Sterling     |

| Item | Description                       | Qty | Cost         | Total           |
|------|-----------------------------------|-----|--------------|-----------------|
| 1051 | Main Broom 58" Cable Wrap         |     | 455.00       | 455.00T         |
| 1016 | Large Segment 35 hole WC 26" wire |     | 24.74        | 24.74T          |
| 1012 | Small Segment 31 Holes 26" wire   |     | 22.90        | 22.90T          |
|      | Sales TX City & State             |     | 45.74        | 45.74           |
|      |                                   |     | <b>Total</b> | <b>\$548.38</b> |

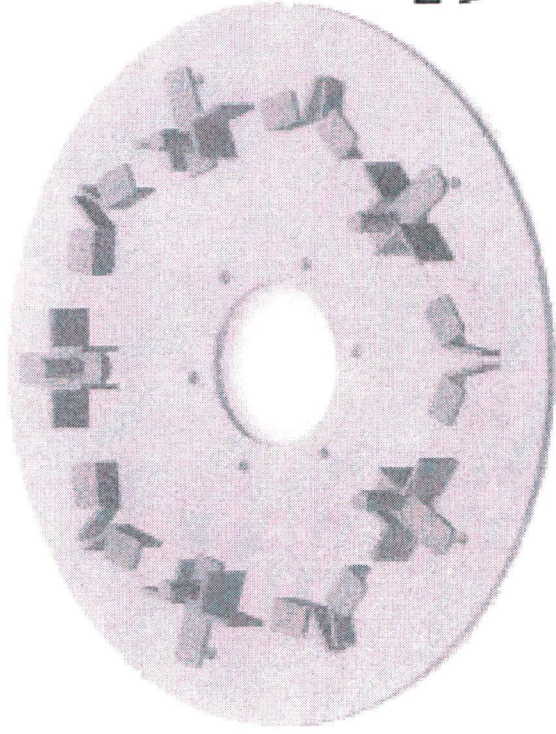
|       |    |
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| Terms |    |
| Rep   | OH |
| FOB   |    |

|       |       |
|-------|-------|
| BY    | _____ |
| TITLE | _____ |

## Speed Plates



Segment Clamp Assembly



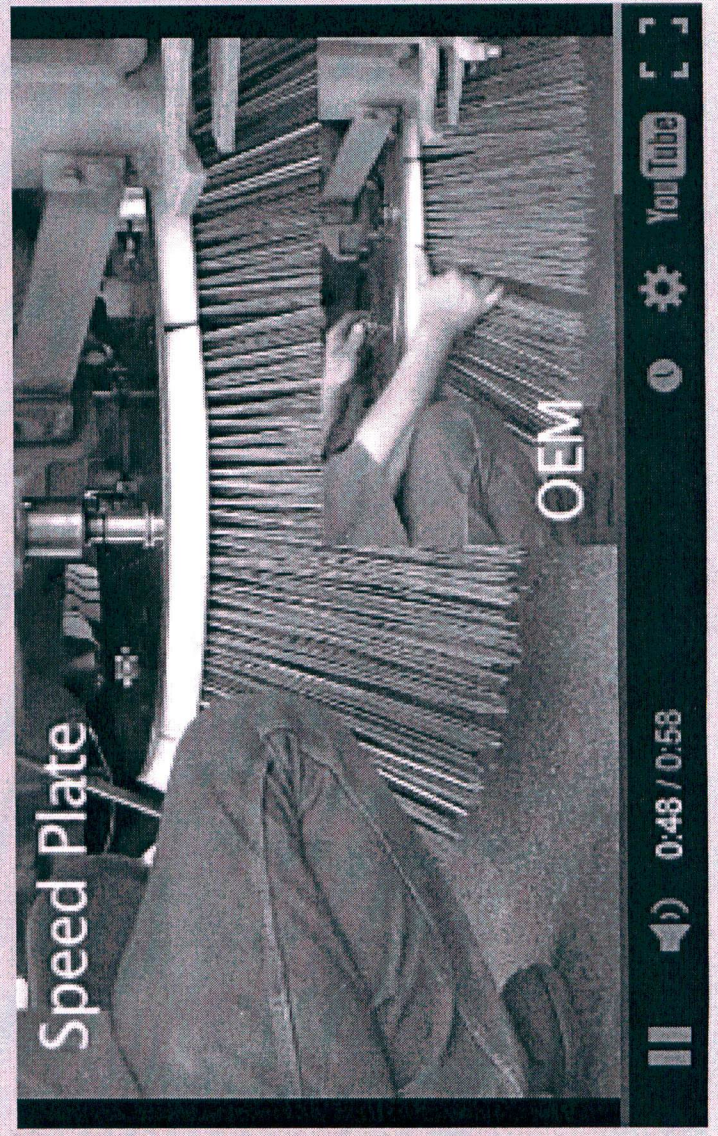
Mounting Plate  
With Components

All Speed Plate® images are © of West Coast Equipment, Inc. 1-800-266-0978

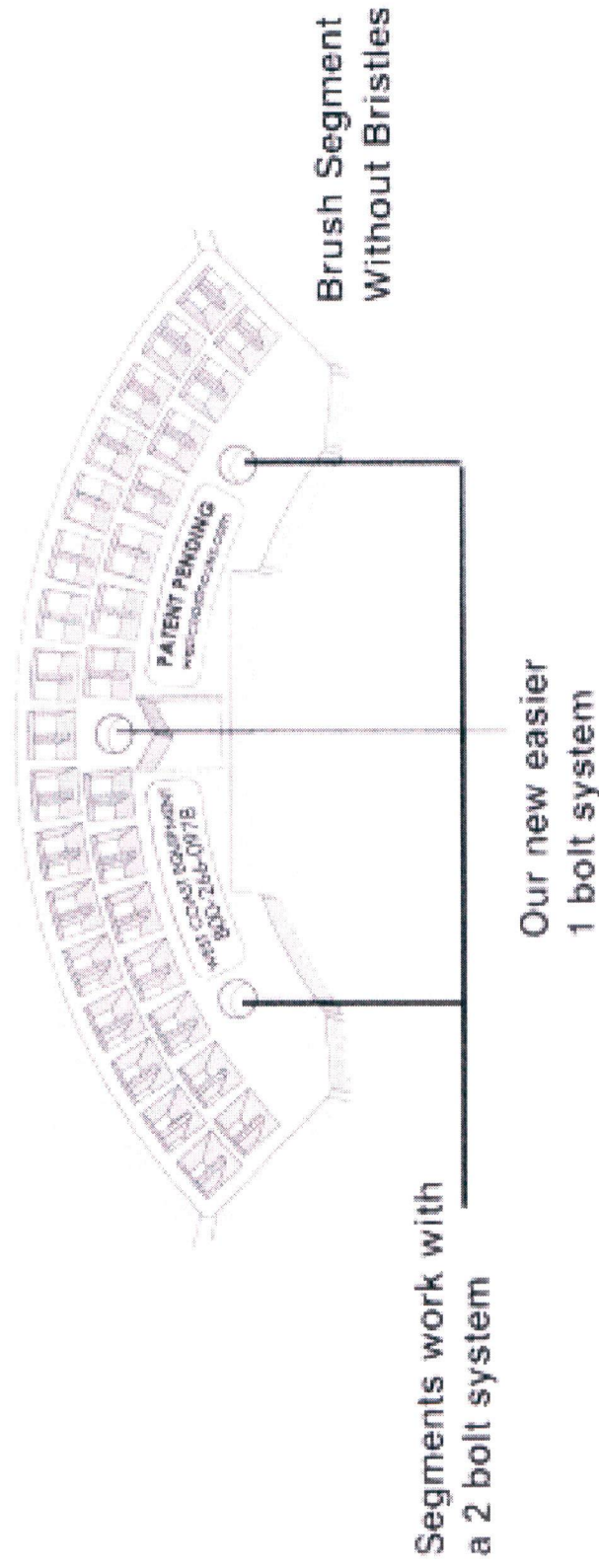
The specially patented (**Patent #'s 5737793 &**

**6026533**) designed features of the **SPEED**

**PLATE®** substantially promote ease and speed in changing gutter brooms. Complete change can be affected in 5 to 10 minutes. Plastic segments are utilized in the manufacturing of gutter brooms to suit our speed plates. All of our gutter brooms are manufactured using premium wire and polypropylene components and are available at competitive prices.

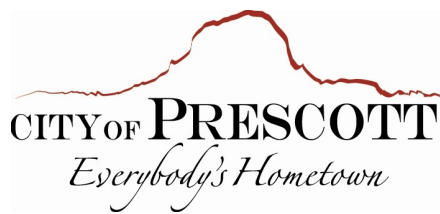


# One Point Hold Segment Speed Plates



## USE OF NEW GUTTER BROOM SPEED PLATE AND NEW GUTTER BROOM SEGMENTS WITH ONE CENTER BOLT SYSTEM

- Specially configured gutter broom segments with the one center bolt system make gutter broom changing faster and easier, allowing for a much stronger hold, keeping the segments flush to the top of the plate.
- Reduced labor for changing gutter brooms results in cost savings.
- Plates and segments have been designed together for a perfect fit, with brackets to hold segments in place, allowing for single hand installation.
- Segment clamp assemblies are designed with the bolt encased in a sleeve to prevent the build up of dirt and grease around them, thereby eliminating corrosion and breakage.
- Problems such as stripped nuts, rusted nuts and weakened bolts are eliminated, along with the associated task of removing them with the extra force of a torch.
- Amount of holes in new segments remains the same as existing segments, ensuring properly filled brooms.



### Request for Exception to the Competitive Procurement Process

| Requester's Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Division                | Phone Number                         | Date                  |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------|-----------------------|-------------------------------------|-------------------------|------------------|-----------------------|-----------------------|-----------------------|--------------------------------------|-----------------------|---------------------------------------|--|--|--|
| Bobbie King                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Street Maintenance      | 928.777.1662                         |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Type of Exception</b><br><table> <tr> <td>Sole Source</td><td><input type="radio"/></td> <td>Time Restriction</td><td><input type="radio"/></td> </tr> <tr> <td>Sole Acceptable Brand</td><td><input type="radio"/></td> <td>Unusual Nature of Project of Service</td><td><input type="radio"/></td> </tr> <tr> <td colspan="2">Other (specify) <input type="radio"/></td> <td colspan="2"></td> </tr> </table>                                                                                                                                                                                                       |                         |                                      |                       | Sole Source                         | <input type="radio"/>   | Time Restriction | <input type="radio"/> | Sole Acceptable Brand | <input type="radio"/> | Unusual Nature of Project of Service | <input type="radio"/> | Other (specify) <input type="radio"/> |  |  |  |
| Sole Source                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="radio"/>   | Time Restriction                     | <input type="radio"/> |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| Sole Acceptable Brand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="radio"/>   | Unusual Nature of Project of Service | <input type="radio"/> |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| Other (specify) <input type="radio"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Description of Goods or Services to be Purchased</b><br><br>Brooms and parts for maintenance and repair of street sweepers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Details of Request</b><br><br>The Street Maintenance Division uses street sweepers daily. The heavy usage requires frequent broom replacement. Using Speed Plates results in lower maintenance labor costs. Speed Plates provide a stronger and more stable mount of the brooms to the sweeper, a cleaner, easier-to-maintain connection and faster broom-changing times than original equipment.<br>West Coast Equipment is the only distributor of any type of sweeper broom that does not require bulk ordering to provide competitive prices and is the sole source for the Speed Plate-compatible gutter brooms. |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Financial Information</b><br><table> <tr> <td>Estimated Annual Cost: \$ 25,000.00</td> <td>Organization: (2156610)</td> <td>Object: (8350)</td> </tr> <tr> <td colspan="3">Other Information :</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                      |                       | Estimated Annual Cost: \$ 25,000.00 | Organization: (2156610) | Object: (8350)   | Other Information :   |                       |                       |                                      |                       |                                       |  |  |  |
| Estimated Annual Cost: \$ 25,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Organization: (2156610) | Object: (8350)                       |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| Other Information :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Vendor Information</b><br><b>Vendor Name:</b> West Coast Equipment, Inc.<br><b>Contact:</b> Obediah Heprov <b>Phone:</b> 800.266.0978 <b>FAX:</b> 623.842.2008<br><b>Address:</b> 5310 W. Missouri Ave., Glendale, AZ 85301<br><b>E-mail:</b> sales@westcoastbrooms.com                                                                                                                                                                                                                                                                                                                                               |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Review and Approval</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                      |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Director:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Stephanie Miller        | <b>Date:</b>                         |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>Deputy City Manager:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Alison Zelms            | <b>Date:</b>                         |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |
| <b>City Manager:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Craig McConnell         | <b>Date:</b>                         |                       |                                     |                         |                  |                       |                       |                       |                                      |                       |                                       |  |  |  |

MEETING DATE/TYPES: STUDY SESSION 11-19-13  
VOTING SESSION 11-26-13

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: \_\_\_\_

**AGENDA ITEM:** Adoption of Resolution No. 4208-1417 approving an Intergovernmental Agreement (IGA) with the Town of Chino Valley; adoption of Resolution No. 4206-1415 approving an IGA with the Town of Dewey-Humboldt; adoption of Resolution No. 4209-1418 approving an IGA with the Town of Prescott Valley; and adoption of Resolution No. 4210-1419 approving an IGA with Yavapai County for a Household Hazardous Waste Collection Day to be hosted by the City of Prescott Solid Waste Division

Approved By:

Date:

|               |                   |  |
|---------------|-------------------|--|
| Director:     | Miller, Stephanie |  |
| City Manager: | McConnell, Craig  |  |

### Item Summary

The Solid Waste Division is requesting authorization to enter into Intergovernmental Agreements (IGAs) with Chino Valley, Dewey-Humboldt, Prescott Valley, and Yavapai County (Cooperating Agencies) for a unified Household Hazardous Waste (HHW) event. The IGAs will establish formal agreements between the City of Prescott and the Cooperating Agencies for their involvement in the collection event hosted by the City.

### Background

Unused household products that contain corrosive, toxic, ignitable, or reactive ingredients are considered to be "household hazardous waste" or "HHW." Products such as paint, paint thinners, Freon, cleaners, motor oil, batteries, tires, fertilizers and pesticides which contain potentially hazardous ingredients require special disposal methods to avoid contamination of groundwater and further environmental pollution.

In order to provide safe disposal options for City residents, the City of Prescott has conducted HHW Collection Days, most recently in 2008, 2011, and 2012. This year the Solid Waste Division is planning to host another HHW event, and has reached out to Chino Valley, Dewey-Humboldt, Prescott Valley, and Yavapai County for a combined HHW event planned for April 6, 2014, from 8:00 a.m. to noon, at the Transfer Station,

**Agenda Item:** Adoption of Resolution No. 4208-1417 approving an Intergovernmental Agreement (IGA) with the Town of Chino Valley; adoption of Resolution No. 4206-1415 approving an IGA with the Town of Dewey-Humboldt; adoption of Resolution No. 4209-1418 approving an IGA with the Town of Prescott Valley; and adoption of Resolution No. 4210-1419 approving an IGA with Yavapai County for a Household Hazardous Waste Collection Day to be hosted by the City of Prescott Solid Waste Division

2800 Sundog Ranch Road.

This service will be offered at no additional cost to participants; the Cooperating Agencies will each pay a pro-rata share of the total costs via an IGA automatically renewed yearly unless they opt out.

Entering into IGAs with the Cooperating Agencies will help to ensure that as much HHW material as possible is collected, avoiding contamination of the environment. A combined event will help to defray the costs of individual events, and promote cooperation among our communities.

### **Financial Impact**

The Solid Waste Division has \$70,000 budgeted in FY14 for a HHW event. The total cost of the event which includes City personnel costs, operating supplies, operating expenses, and the Contractor's final invoice will be pro-rated among the City and the Cooperating Agencies based upon the percentage of participation of each Agency.

### **Attachments**

1. IGA (Exhibit "A" to each resolution)
2. Resolution #4206-1415
3. Resolution #4208-1417
4. Resolution #4209-1418
5. Resolution #4210-1419

### **Recommended Action:**

- (1) **MOVE** to Adopt Resolution No. 4208-1417
- (2) **MOVE** to Adopt Resolution No. 4206-1415
- (3) **MOVE** to Adopt Resolution No. 4209-1418
- (4) **MOVE** to Adopt Resolution No. 4210-1419

**INTERGOVERNMENTAL AGREEMENT  
FOR USE OF HOUSEHOLD HAZARDOUS WASTE FACILITY BETWEEN THE  
CITY OF PRESCOTT AND THE TOWN OF DEWEY-HUMBOLDT**

THIS AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 between the CITY OF PRESCOTT, an Arizona municipal corporation (hereinafter "Prescott"), and the TOWN OF DEWEY-HUMBOLDT, an Arizona municipal corporation (hereinafter "Dewey-Humboldt"). Prescott and Dewey-Humboldt are referred to collectively in this Agreement as the "Parties" and each individually as a "Party".

**RECITALS**

1. The Parties are authorized by Arizona Revised Statutes Title 49, Chapter 4 and by Arizona Revised Statutes Section 9-500.07 to provide solid waste services and recycling services; and
2. The Parties are authorized by A.R.S. §11-952 to enter into intergovernmental agreements to carry out municipal services; and
3. Dewey-Humboldt has requested Prescott to permit Dewey-Humboldt to participate in Prescott's Household Hazardous Waste (HHW) program and use Prescott's facility ("Facility") for this purpose; and
4. The Parties believe it is in the best interests of their communities and residents to enter into this Intergovernmental Agreement for HHW services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

1. **Purpose of the Agreement.** The purpose of this Agreement is to provide residents of Dewey-Humboldt the opportunity to participate in HHW collection event operated by Prescott for the removal and recycling of HHW and to set forth the terms and conditions pursuant to which Prescott will permit Dewey-Humboldt to participate in Prescott's HHW collection event.
2. **Definitions.** The following terms shall have the following meanings unless the context requires otherwise:

*Disposal Rules* shall mean the rules set forth on Exhibit A for the disposal of HHW at the Facility.

*Facility* means the Prescott Transfer Station facility located at 2800 Sundog Ranch Rd.

*Household Hazardous Waste, or HHW*, shall mean the items or types of waste set forth on Exhibit A.

**3. Effective Date; Termination.** This Agreement shall be effective on \_\_\_\_\_, 2013 and continue for one year unless terminated, cancelled or extended by either Prescott or Dewey-Humboldt. The Agreement shall be automatically renewed each successive year. Either Party may terminate this Agreement either for cause or for convenience by providing the other Party with six (6) months' prior written notice of termination.

**4. Responsibilities of Prescott.** Prescott shall:

4.1 Permit residents of Dewey-Humboldt who present a driver's license, or other identification acceptable to Prescott evidencing residency in Dewey-Humboldt, to participate in HHW collection event operated by Prescott during an event's operating hours.

4.2 Appoint in writing an authorized representative to act on behalf of Prescott in matters related to this Agreement and notify Dewey-Humboldt of such appointment.

4.3 Accept HHW at the Facility from Dewey-Humboldt residents and dispose of or recycle such HHW in accordance with applicable state or federal law.

4.4 Contract for the hiring of a Contractor for HHW removal services.

4.5 Maintain accurate records of its performance under the terms of this Agreement with generally accepted accounting principles and practices and permit Dewey-Humboldt to examine such records during Prescott business hours. Such records shall be kept by Prescott and made available to Dewey-Humboldt for at least one year after completion of an HHW collection event.

4.6 Invoice Dewey-Humboldt for its pro-rata share of the total cost incurred for an event. Total costs include Prescott staff costs, operating supplies, operating expenses, and the Contractor's final invoice. Pro-rata share is equal to the total number of Dewey-Humboldt vehicles participating in an event divided by an event's total vehicles that participated.

**5. Responsibilities of Dewey-Humboldt.** Dewey-Humboldt shall:

5.1 Appoint in writing an authorized representative to act on behalf of Dewey-Humboldt in matters related to this Agreement and notify Prescott of such appointment.

5.2 Implement an education program for Dewey-Humboldt residents related to Disposal Rules and acceptable Household Hazardous Waste

5.3 Reimburse Prescott for Dewey-Humboldt's pro-rata share of the total costs incurred for an event. Prescott's invoices for events will be due and payable within 30 calendar days of date of invoice.

## **6. General Provisions.**

6.1 The Disposal Rules set forth on Exhibit A and the list of HHW acceptable and unacceptable items set forth on Exhibit A may be modified by Prescott's authorized representative with thirty (30) days written notice to Dewey-Humboldt.

6.2 All exhibits attached to and referenced in this Agreement are by this reference incorporated herein.

6.3 To the fullest extent permitted by law, each Party ("Indemnitor") shall pay, defend, indemnify and hold harmless the other Party ("Indemnatee") its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Indemnitor, its agents, or employees arising out of the performance of this Agreement by the Indemnitor. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnatee, its agents, officers, 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, or destruction of property including loss of use of resulting therefrom, caused by the Indemnitor's acts, errors, mistakes, omissions in the performance of this Agreement. Such indemnity does not extend to Indemnatee's negligence.

## **7. Miscellaneous.**

7.1 Notices authorized or permitted by this Agreement shall be given as follows:

### **For Prescott:**

Solid Waste Superintendent  
City of Prescott  
2800 Sundog Ranch Rd.  
Prescott, AZ 86301

### **For Dewey-Humboldt:**

Town Manager  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

7.2 This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

7.3 As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either Party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this

warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A Party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Section 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each Party retains the legal right to inspect the papers of the other Party and/or its subcontractor engaged in performance of this Agreement to ensure that the other Party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

7.4 In their respective performances under this IGA, the Parties shall comply with all applicable laws, statutes, rules, regulations, and ordinances including without limitation, those governing wages, hours, employment discrimination and safety.

7.5 This Agreement constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, understandings, negotiations, representations and understandings of the Parties, oral or written, are hereby superseded by this Agreement.

7.6 Prescott shall cause this Agreement to be recorded in the official records of the Yavapai County Recorder (the "County Recorder"), and the official records of the Secretary of State (the "Secretary of State") within ten (10) days after its approval and execution.

7.7 Except as otherwise specifically provided herein, no change or addition is to be made to this Agreement except by written amendment approved by the Dewey-Humboldt and Prescott Councils. Within ten (10) days after the execution of the amendment to this Agreement, such amendment shall be recorded in the applicable Official Records of the County Recorder, Secretary of State and Yavapai County Recorder.

7.8 No waiver by any Party of a breach of this Agreement will be construed as a waiver of a succeeding breach of the same or any other covenant of this Agreement. No delay in exercising any right granted by this Agreement will constitute a waiver of that right. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

7.9 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

7.10 The captions used in this Agreement are inserted for convenience in reference only and are not to be used to interpret or construe this Agreement.

7.11 The recitals to this Agreement are hereby affirmed by the Parties as true and correct and are incorporated in and made a part of this Agreement by this reference.

7.12 Each of the Parties represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of

each has been properly authorized and empowered to bind the Party on whose behalf each such individual is signing.

7.13 This IGA shall be governed by the substantive and procedural laws of the State of Arizona and shall be deemed to have been executed in Yavapai County, Arizona.

7.14 To the extent permitted by law, the Parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third Parties (without the prior consent of all Parties) any information obtained by them through the performance under this IGA.

7.15 Any Notice by any Party to the other shall be considered duly served and delivered in person to the office of the authorized representative listed in Paragraph 7.1, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed in Paragraph 7.1. Any Party may change its representative or the address thereof by giving the other written notice.

7.16 Failure or unreasonable delay by any Party to perform or act in accordance with any term or condition of this IGA shall constitute a breach of this IGA. A Party claiming a breach by another Party shall provide written notice thereof said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within thirty (30) days of the breaching Party's receipt of notice or within such additional time as may be reasonably required to remedy the breach, the non-breaching Party may exercise all rights and remedies as provided in this IGA or otherwise by law. No waiver by a Party of a breach of any of the terms, covenants, or conditions of this IGA shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

7.17 Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matter contemplated in this IGA.

7.18 It is not intended by this IGA to, and nothing contained in this IGA shall, create any partnership, joint venture or other arrangement between or among the Parties. No term or provision of this IGA is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.19 The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, no Party shall be entitled to an award of attorneys' fees, either pursuant to the IGA, pursuant to A.R.S Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute.

7.20 In the event any phrase, clause, sentence, paragraph, 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 full force and effect to the fullest extent permitted by law.

7.21 This IGA may be canceled without penalty pursuant to A.R.S. Section 38-511 in the event a conflict of interest is described therein by any person significantly involved in negotiating this IGA on behalf of the respective Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF PRESCOTT:

TOWN OF DEWEY-HUMBOLDT:

By: \_\_\_\_\_  
Marlin Kuykendall, Mayor

By: \_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Lynn Mulhall, City Clerk

\_\_\_\_\_  
Judy Morgan, Town Clerk

### **APPROVAL OF CITY/TOWN ATTORNEY**

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the City of Prescott and the Town of Dewey-Humboldt and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

\_\_\_\_\_  
City of Prescott Attorney

\_\_\_\_\_  
Town of Dewey-Humboldt Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**HOUSEHOLD HAZARDOUS WASTE**

**ACCEPTABLE**

Automobile Tires (Limit of 5 per household – remove rims)  
Batteries/Light Bulbs  
Computer Equipment  
Household Cleaners  
Pesticides  
Pool Chemicals  
Propane Tanks  
Motor Oil  
Paints/Stains/Varnishes/Solvents/Thinners  
Adhesives  
Virtually anything that can be plugged into a wall outlet  
Appliances

**UNACCEPTABLE**

Commercial (Business) Waste  
Ammunition/Fireworks  
Explosive Material  
Home-Generated Medical Waste  
Prescription Drugs  
Radioactive Waste  
Items in Plastic Trash Bags  
Commercial Vehicle Tires (such as tractors, tractor trailers, and heavy equipment)  
Any other material or items not included as acceptable above.

**DISPOSAL RULES**

The HHW facility is for non-commercial use only.

Only materials listed as “Acceptable” (Exhibit A) will be accepted at the HHW facility. Be certain that all product containers are tightly sealed in their original container and labels are legible; do not mix different materials together.

Used motor oil can be poured into a clean container (gallon milk jugs are ideal) and tightly sealed. For those with reusable containers, HHW staff will pour out the old oil and return the container to the customer for reuse.

When transporting pool chemicals, make sure they are kept in a tightly sealed container and are kept separate from any organic materials (body fluids, acid rain) or hydrocarbons (fuel or motor oil). Contact with such material can result in a dangerous spontaneous combustion.

## **RESOLUTION NO. 4206-1415**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, FOR THE DISPOSITION OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.**

### **RECITALS:**

WHEREAS, the Prescott Field and Facilities Services Department recommends approval of an Intergovernmental Agreement ("IGA") between the City of Prescott and the Town of Dewey-Humboldt, Arizona, for the involvement in a household hazardous waste event; and

WHEREAS, on \_\_\_\_\_, 2013, the Town of Dewey-Humboldt, approved entering into an IGA with the City of Prescott for the disposition of Household Hazardous Waste materials.

### **ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") with the Town of Dewey-Humboldt, for the disposition of Household Hazardous Waste materials.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached IGA with the Town of Dewey-Humboldt, and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 19<sup>th</sup> day of November, 2013.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL, City Clerk

---

JON M. PALADINI, City Attorney

**RESOLUTION NO. 4208-1417**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CHINO VALLEY, ARIZONA, FOR THE DISPOSITION OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.**

**RECITALS:**

WHEREAS, the Prescott Field and Facilities Services Department recommends approval of an Intergovernmental Agreement ("IGA") between the City of Prescott and the Town of Chino Valley, Arizona, for the involvement in a household hazardous waste event; and

WHEREAS, on \_\_\_\_\_, 2013, the Town of Chino Valley, approved entering into an IGA with the City of Prescott for the disposition of Household Hazardous Waste materials.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") with the Town of Chino Valley, for the disposition of Household Hazardous Waste materials.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached IGA with the Town of Chino Valley, and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 19<sup>th</sup> day of November, 2013.

---

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL, City Clerk

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JON M. PALADINI, City Attorney

**RESOLUTION NO. 4209-1418**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PRESCOTT VALLEY, ARIZONA, FOR THE DISPOSITION OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.**

**RECITALS:**

WHEREAS, the Prescott Field and Facilities Services Department recommends approval of an Intergovernmental Agreement ("IGA") between the City of Prescott and the Town of Prescott Valley, Arizona, for the involvement in a household hazardous waste event; and

WHEREAS, on \_\_\_\_\_, 2013, the Town of Prescott Valley, approved entering into an IGA with the City of Prescott for the disposition of Household Hazardous Waste materials.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") with the Town of Prescott Valley, for the disposition of Household Hazardous Waste materials.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached IGA with the Town of Prescott Valley, and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 19<sup>th</sup> day of November, 2013.

---

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL, City Clerk

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JON M. PALADINI, City Attorney

**RESOLUTION NO. 4210-1419**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY, ARIZONA, FOR THE DISPOSITION OF HOUSEHOLD HAZARDOUS WASTE MATERIALS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.**

**RECITALS:**

WHEREAS, the Prescott Field and Facilities Services Department recommends approval of an Intergovernmental Agreement ("IGA") between the City of Prescott and Yavapai County, Arizona, for the involvement in a household hazardous waste event; and

WHEREAS, on \_\_\_\_\_, 2013, Yavapai County, approved entering into an IGA with the City of Prescott for the disposition of Household Hazardous Waste materials.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") with Yavapai County, for the disposition of Household Hazardous Waste materials.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached IGA with Yavapai County, and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 19<sup>th</sup> day of November, 2013.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL, City Clerk

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JON M. PALADINI, City Attorney

# COUNCIL AGENDA MEMO

**MEETING DATE/TYPES:**

|                       |                 |
|-----------------------|-----------------|
| <b>STUDY SESSION</b>  | <b>11-19-13</b> |
| <b>VOTING SESSION</b> | <b>11-26-13</b> |

**DEPARTMENT: Finance**

**RECOMMENDED AGENDA CATEGORY:** Regular:      Consent: **X**

**AGENDA ITEM:** Approval of OnBase software support and maintenance services for Fiscal Year 2014 in the amount of \$29,500.00

**Approved By:**

**Date:**

|                      |                  |  |
|----------------------|------------------|--|
| <b>Director:</b>     | Woodfill, Mark   |  |
| <b>City Manager:</b> | McConnell, Craig |  |

## Item Summary

Support and maintenance for OnBase document imaging system software. Databank (formerly OSAM Document Solutions) for \$29,500 including tax under State of Arizona Contract No. EPS090009-3.

## Background

Document imaging systems take paper documents and convert them to an electronic format. Part of this process involves cataloging or 'indexing' various elements of the document for easy retrieval at a future time.

The electronic document and its indexed information are stored in a central database which facilitates secure retrieval of the document or similar documents grouped by the index information by a wide variety of City of Prescott business units.

Active and significant users of OnBase currently include City Clerk, Community Development, Public Works, Finance, and the Police Department (Records , Property and Evidence).

The total cost of this item has increased since FY13 due to the adoption of various additional software modules required by the Prescott Police Department to handle digital police evidence resources.

Agenda Item: Approval of OnBase software support and maintenance services for Fiscal Year 2014 in the amount of \$29,500.00

### **Financial Impact**

This is an annual approved IT division budget item on behalf of the departments using OnBase.

### **Attachments**

1. OnBase Maintenance

**Recommended Action: MOVE** to approve OnBase software support and maintenance service for Fiscal Year 2014 in the amount of \$29,500.00.



EIN# - 86-0399349  
 3520 North 16th Street Phoenix, AZ 85016-6420  
 P: 602-263-9432 F: 602-277-2844

## CONTRACT PROPOSAL

Proposal Number: P101015  
 Proposal Date: 10/11/2013

**Bill To:** CITY OF PRESCOTT  
 ACCOUNTS PAYABLE  
 P.O. BOX 2059  
 PRESCOTT, AZ 86302-2059

**Customer:** CITY OF PRESCOTT - CITY HALL  
 201 S. CORTEZ  
 PRESCOTT, AZ 86303

| Account No      |         | Payment Terms | Due Date    | Proposal Total |            | Balance Due     |
|-----------------|---------|---------------|-------------|----------------|------------|-----------------|
| 100779          |         | Net 30 Days   | 11/10/2013  | \$ 26,804.25   |            | \$ 26,804.25    |
| Contract Number | Contact |               | P.O. Number | Start Date     | Exp. Date  | Contract Amount |
| 148689-03       |         |               | 2014        | 01/01/2014     | 12/31/2014 | \$ 24,750.00    |
| Remarks         |         |               |             |                |            |                 |
| HSI#7958        |         |               |             |                |            |                 |

| Item No | Description                                                                           | Qty  | Price      | Amount     |
|---------|---------------------------------------------------------------------------------------|------|------------|------------|
| IDMPN1  | ONBASE - FULL TEXT INDEXING NAMED USER CLIENT LICENSE FOR AUTONOMY IDOL - MAINTENANCE | 7.0  | \$30.00    | \$210.00   |
| OCMPW1  | ONBASE - BATCH OCR MAINTENANCE                                                        | 1.0  | \$300.00   | \$300.00   |
| WLMPC1  | ONBASE - WORKFLOW CONCURRENT CLIENT MAINTNENANCE 1-20                                 | 1.0  | \$440.00   | \$440.00   |
| CTMPN1  | ONBASE - NAMED CLIENT LICENSE (1-100) - MAINTENANCE                                   | 4.0  | \$120.00   | \$480.00   |
| DMMP11  | ONBASE - EDM SERVICES LICENSE - MAINTENANCE                                           | 1.0  | \$1,000.00 | \$1,000.00 |
| DPMPW1  | ONBASE - DOCUMENT IMPORT PROCESSOR LICENSE - MAINTENANCE                              | 1.0  | \$1,000.00 | \$1,000.00 |
| OBMPW1  | ONBASE - MULTI-USER LICENSE - MAINTENANCE                                             | 1.0  | \$0.00     | \$1,000.00 |
| TYMPI1  | ONBASE - DIRECTORY IMPORT PROCESSOR MAINTENANCE                                       | 1.0  | \$1,000.00 | \$1,000.00 |
| TIMPW1  | ONBASE - PRODUCTION DOCUMENT IMAGING(TWAIN) MAINTENANCE                               | 1.0  | \$1,000.00 | \$1,000.00 |
| DSMPI1  | ONBASE - DISTRIBUTED DISK SERVICES LICENSE - MAINTENANCE                              | 1.0  | \$1,000.00 | \$1,000.00 |
| IDMPI1  | ONBASE - FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE            | 1.0  | \$2,000.00 | \$2,000.00 |
| WTMPW1  | ONBASE - WEB SERVER LICENSE - MAINTENANCE                                             | 1.0  | \$2,000.00 | \$2,000.00 |
| AEMPI1  | ONBASE - APPLICATION ENABLER LICENSE - MAINTENANCE                                    | 1.0  | \$3,000.00 | \$3,000.00 |
| TIMPW2  | ONBASE - PRODUCTION DOCUMENT IMAGING(TWAIN) MAINTENANCE 2 OR MORE                     | 12.0 | \$400.00   | \$4,800.00 |
| CTMPC1  | ONBASE - CONCURRENT CLIENT LICENSE (1-100) - MAINTENANCE                              | 23.0 | \$240.00   | \$5,520.00 |

Thank you for your business.

|                     |                    |
|---------------------|--------------------|
| Proposal SubTotal   | \$24,750.00        |
| Tax:                | \$2,054.25         |
| Proposal Total      | \$26,804.25        |
| <b>Balance Due:</b> | <b>\$26,804.25</b> |

EIN# - 86-0399349 3520 North 16th Street Phoenix, AZ 85016-6420 602-263-9432

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-19-13**  
                                          **VOTING SESSION**   **11-26-13**

**DEPARTMENT:**   Fire

**RECOMMENDED AGENDA CATEGORY:**   Regular: X   Consent: \_\_\_\_

**AGENDA ITEM:** Adoption of Resolution No. 4207-1416 accepting an Arizona Department of Homeland Security Grant in the amount of \$26,400.00; and approval of purchase of eight (8) portable radios with chargers and batteries in the amount of \$26,400.00 from Creative Communications, using State Contract No. ADSPO13-036883 (City Contract No. 2014-095)

**Approved By:**

**Date:**

|                                        |  |
|----------------------------------------|--|
| <b>Acting Fire Chief:</b> Kriwer, Eric |  |
| <b>City Manager:</b> McConnell, Craig  |  |

### **Item Summary**

The Prescott Fire Department has been awarded funding from the Arizona Department of Homeland Security under the Federal Fiscal Year (FFY) 2013 Homeland Security Grant Program for portable radios. This item is for approval to accept the grant award and purchase the radio equipment.

### **Background**

The FFY 2013 Homeland Security Grant Award is for purchase of (8) portable radios. The award of \$26,400.00 was based on the City's responsibility to strengthen interoperable communications capabilities. Radios are used in daily operations to communicate among the Communications Center, firefighters, and command personnel.

The eight (8) portable radios are digital P25 compliant Public Safety equipment with chargers and batteries to be placed on 5 front line engines, 2 ladder trucks, and 1 chief officer vehicle. The radios can be purchased under state contract and the City of Prescott qualifies for a \$6,000.00 discount with the trade in of antiquated radios. The net total cost for all the units after the trade in discount is \$26,400.00.

### **Procurement**

State Contract No. ADSPO13-036883 was awarded to Creative Communications via a competitive bidding process. The cost for each portable radio unit, with charger and

Agenda Item: Adoption of Resolution No. 4207-1416 accepting an Arizona Department of Homeland Security Grant in the amount of \$26,400.00; and approval of purchase of eight (8) portable radios with chargers and batteries in the amount of \$26,400.00 from Creative Communications, using State Contract No. ADSPO13-036883 (City Contract No. 2014-095)

battery, is approximately \$3,300.00, including taxes.

### **Financial Impact**

The total amount awarded by the grant is \$26,400.00. This is a 100% grant, and no matching funds are required of the City. Maintenance of the equipment and replacement of any components will be the responsibility of the City.

### **Attachments**

1. Resolution 4207-1416

**Recommended Action (separate motions and votes):** **MOVE** to adopt Resolution No. 4207-1416; and **MOVE** to approve the purchase of eight (8) portable radios with chargers and batteries from Creative Communications, using State Contract No. ADSPO13-036883 (City Contract No. 2014-095) in the amount of \$26,400.00.

**RESOLUTION NO. 4207-1416 \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING \$26,400.00 IN GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR EIGHT (8) PORTABLE PUBLIC SAFETY RADIOS AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO IMPLEMENT SAME**

**RECITALS:**

WHEREAS, The City of Prescott, through the Prescott Fire Department, applied to the Arizona Department of Homeland Security (AZDOHS) seeking grant funds through the Homeland Security Grant Program for portable P25 compliant Public Safety radios; and

WHEREAS, the application was partially approved by AZDOHS in the funding amount of \$26,400.00 to purchase eight (8) digital portable P25 compliant public safety radios, with batteries and chargers; and

WHEREAS, the City can procure eight (8) new public safety radios under State contract and trade-in existing outdated radios to qualify for available discounts; and

WHEREAS, it is in the best interest of the health, safety and welfare of the City of Prescott of accept funding from AZDOHS in the amount of \$26,400.00 to procure eight (8) digital portable P25 compliant public safety radios.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby authorizes the acceptance of grant funding from the Arizona Department of Homeland Security in the amount of \$26,400.00 to fund the purchase of eight (8) digital portable P25 compliant public safety radios.

Section 2. THAT the State contract should be used to procure the eight (8) digital portable P25 compliant public safety radios and the existing radios, which the City Council deems outdated, surplus goods of nominal value to the City, shall be traded-in to procure any available discounts under the State contract.

Section 3. THAT the Mayor and Staff are hereby authorized to execute any and all documents to effectuate the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL  
City Clerk

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JON M. PALADINI  
City Attorney

**MEETING DATE/TYPES:   STUDY SESSION   11-19-13**  
**VOTING SESSION   11-26-13**

**DEPARTMENT:   Fire**

**RECOMMENDED AGENDA CATEGORY:   Regular: Yes   Consent: No**

**AGENDA ITEM:** Acceptance of a \$25,000.00 State Farm 2014 Good Neighbor Citizenship grant for the purchase of an all terrain vehicle and slip-in fire suppression unit for use in operation of the Wildland Division.

**Approved By:**

**Date:**

|                                        |  |
|----------------------------------------|--|
| <b>Acting Fire Chief:</b> Kriwer, Eric |  |
| <b>City Manager:</b> McConnell, Craig  |  |

### **Item Summary**

The Fire Department requests acceptance of a grant from State Farm Insurance 2014 Good Neighbor Citizenship in the amount of \$25,000.00. The funds will be used to purchase an all terrain vehicle and slip-in fire suppression unit for the Wildland Division.

### **Background**

The Fire Department has received notification from State Farm Insurance that the City has been awarded the 2014 Good Neighbor Citizenship grant. The grant program focuses on safety, community development and education. As the Fire Department continues to recover from recent events, there is a need for new equipment to operate the Wildland Division.

Polaris Ranger - \$10,000.00

Purchase a Polaris Ranger all terrain vehicle for use on fuels mitigation projects to haul equipment and materials to and from the job site. The equipment is an approved capital item in the 2014 budget, and the grant funding will replace \$10,000 of the total \$15,000 cost. The remaining \$5,000 will be paid by the existing capital line item funding.

A slip-in fire suppression unit for use on the Superintendent truck - \$15,000.00

The unit would be installed on a Dodge 3500 Truck and will include a water tank,

Agenda Item: Acceptance of a \$25,000.00 State Farm 2014 Good Neighbor Citizenship grant for the purchase of an all terrain vehicle and slip-in fire suppression unit for use in operation of the Wildland Division.

foam cell and pump. The unit can be removed in the winter. This will add a Type 6 vehicle to augment the current fleet available for use in the Prescott Basin.

### **Financial Impact**

There are no requirements for local matching funds associated with this grant.

**Recommended Action: MOVE** to approve acceptance of funding from the State Farm Insurance 2014 Good Neighbor Citizenship grant in the amount of \$25,000.00 for the purchase of an all terrain vehicle and slip-in fire suppression unit for the Wildland Division.

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-19-13**  
                                          **VOTING SESSION**   **11-26-13**

**DEPARTMENT:**   **Fire**

**RECOMMENDED AGENDA CATEGORY:**   **Regular:** **X**   **Consent:**       

**AGENDA ITEM:** Approval to purchase mobile live fire training system from Fire Training Structures, LLC, in the total amount of \$170,000.00 including tax (City Contract No. 2014-088)

**Approved By:**

**Date:**

|                                        |  |
|----------------------------------------|--|
| <b>Acting Fire Chief:</b> Kriwer, Eric |  |
| <b>City Manager:</b> McConnell, Craig  |  |

### **Item Summary**

The following bids were received to furnish a mobile live fire training system for the Prescott Fire Training Center on Sundog Ranch Road:

1. Fire Training Structures, LLC   \$170,000.00
2. American Fire Training Systems, Inc   \$175,141.56

The Fire Department recommends purchase from Fire Training Structures, LLC, the low bidder.

### **Background**

The Fire Department was awarded a 2012 Assistance to Firefighters Grant to purchase the mobile live fire training system “burn trailer” along with commercial treadmills for four stations and audio visual equipment for the Training Center. The City Council accepted the grant award at its August 27, 2014 meeting (Resolution No. 4195-1404). The breakdown of the total project award of \$186,000.00 is as follows: \$165,000.00 for the burn trailer, \$16,000.00 for treadmills and \$5,000.00 for AV equipment. The federal share is a maximum of \$167,400.00 and the City’s 10% match is \$18,600.00. The 10% match is based on the City’s population.

Agenda Item: Approval to purchase mobile live fire training system from Fire Training Structures, LLC, in the total amount of \$170,000.00 including tax (City Contract No. 2014-088)

### **Financial Impact**

The low bid for the live fire training system is \$5,000.00 over the maximum federal grant share. The \$18,600.00 City match was included in our FY 2013-14 capital budget; there is sufficient funding in Fire Department's maintenance budget to cover the balance of \$5,000.00.

**Recommended Action: MOVE** to approve the purchase of a mobile live fire training system from Fire Training Structures, LLC, in the amount of \$170,000.00 (City Contract No. 2014-088).

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-19-13**  
                                      **VOTING SESSION**   **11-26-13**

**DEPARTMENT:**   Fire

**RECOMMENDED AGENDA CATEGORY:**   Regular:  X    Consent:     

**AGENDA ITEM:** Approval to apply for various Fiscal Year 2014-2015 grant opportunities for the Fire Department

**Approved By:**

**Date:**

|                                        |  |
|----------------------------------------|--|
| <b>Acting Fire Chief:</b> Kriwer, Eric |  |
| <b>City Manager:</b> McConnell, Craig  |  |

### **Item Summary**

The following FY2014-15 grant opportunities are open for application by the Department prior to the end of the current fiscal year (FY2013-14).

1. 2013 Assistance to Firefighters Grant
2. 2014 Arizona Homeland Security Grant Program
3. 100 Club Safety Enhancement Stipends
4. Miscellaneous grants such as from Arizona or Yavapai County Department of Emergency Management, State Farm or other insurance companies, Home Depot, Wal-Mart, or Tribal Nations

Until guidance is issued or a grant application cycle opens, specific funding priorities, eligible activities, and requirements are not known. However, the Fire Department always has equipment and training needs, which support pursuing grants.

### **Background**

1. 2013 Assistance to Firefighters Grant (AFG)

Grant guidance is available for the AFG program which opened November 5, 2013. The following will be considered for an application:

- a) Direct source-capture systems to vent apparatus exhaust to outside the stations.
- b) Hazmat and medium rescue vehicles. Even though they fall within the

- medium priority category, approval is sought to apply even if there is only a remote possibility of funding for either or both. It may be possible for the first time this cycle to apply for the vehicles under the Joint/Regional category.
- c) Under the Joint/Regional category, application for Self-Contained Breathing Apparatus (SCBAs) for Prescott and other fire districts in the Prescott basin. Replacing pre-2002 edition SCBAs is a high priority for AFG and also receives a higher score when requested on a regional basis as having the same air pack provides interoperability among automatic and mutual aid partners improving firefighter safety.

## 2. 2014 Arizona Homeland Security Grant Program

Grant application information will be released late January 2014. State Homeland Security Grant Program does not fund apparatus, SCBAs, fire hose, PPE, etc., which are the basis of the above AFG program. Funding must support terrorism preparedness. Needs of the specialty response teams and interoperability needs such as communication equipment are eligible activities as they serve a dual purpose. They enhance emergency response capabilities that support terrorism preparedness and simultaneously support preparedness for other hazards (hazmat, technical rescue, mass casualty, etc).

## 3. 100 Club Safety Enhancement Stipends

Requests must be related to firefighter safety and can be submitted quarterly. Some of the items being considered are: extrication equipment and stabilization systems; patient transport equipment for injured or unconsciousness patients in hard to reach areas; personal protective equipment; swift water or lake rescue gear; etc. The equipment may replace existing equipment or augment/enhance equipment already in operation.

## Miscellaneous grants

Throughout the year other opportunities may become available. Sources would be Arizona or Yavapai County Department of Emergency Management; State Farm or other insurance companies; businesses and organizations that give back to the community; or Tribal Nations that offer grants to meet the Arizona Tribal-State Gaming Compact (Prop 202). Information will be brought forward for Council consideration prior to application for there miscellaneous grants.

## Financial Impact

An amount is included in the Fire Department budget each fiscal year in the event grants are received. The sustainability of any grant and future financial impact on the budget are considered before application. Of the grant resources mentioned above, only the AFG grant program requires a 10% City match. All other grants are 100% funding. All grants

Agenda Item: Approval to apply for various Fiscal Year 2014-2015 grant opportunities for the Fire Department

that are awarded are brought back for Council consideration prior to acceptance.

**Recommended Action: MOVE** to approve applications for the 2013 Assistance to Firefighters Grant, 2014 Arizona Homeland Security Grant, and 100 Club Safety Enhancement Stipends, for equipment, apparatus, and other supplies for the Prescott Fire Department.

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-19-13**  
                                          **VOTING SESSION**   **11-26-13**

**DEPARTMENT:**   Fire

**RECOMMENDED AGENDA CATEGORY:**   Regular: X   Consent: \_\_\_\_

**AGENDA ITEM:** Approval of a Base Hospital/Provider Agreement with Yavapai Regional Medical Center (City Contract No. 2014-096)

**Approved By:**

**Date:**

|                                        |  |
|----------------------------------------|--|
| <b>Acting Fire Chief:</b> Kriwer, Eric |  |
| <b>City Manager:</b> McConnell, Craig  |  |

### **Item Summary**

Approval of a Base Hospital Agreement with Yavapai Regional Medical Center (YRMC) that allows Prescott Fire Department (PFD) paramedics to operate under the medical direction, control, and administrative oversight of YRMC.

### **Background**

State Statutes require that the Arizona Department of Health Services (ADHS) regulate Emergency Medical Services (EMS). One regulation is to ensure that providers of Paramedic level care (Advanced Life Support), have an agreement with a Base Hospital for medical control, direction, and administrative oversight of all providers. For more than 30 years, the City of Prescott has had an agreement with Yavapai Regional Medical Center (YRMC). The attached agreement sets out the expectations for the Provider Agency (City of Prescott Fire Department) and the Base Hospital (YRMC).

YRMC has provided a revised agreement that meets all the current rules and statutes. The document has been reviewed and approved by the City Attorney's Office and contains some minor changes to the previous agreement. The Base Hospital changes were made in to mirror current state guidelines, and to ensure that both parties obligations are set forth as outlined by ADHS regulations and statutes. The City changes were to ensure that the parties named and the liability coverages listed meet city requirements.

A new agreement is not required to be formally approved by the parties each calendar

year--the existing Agreement remains in force and is reviewed annually, and updated when necessary. Due to changes in legislative language that affected the Agreement, YRMC initiated minor changes in December 2012. Upon City review of those changes, additional adjustments were necessary within the insurance section of the Agreement. These need not be made retroactively, however YRMC, which partners with multiple agencies within the Prescott Basin via similar base hospital agreements, has requested that to align all of these agreement a uniform effective date be specified, in this present case, January 1, 2013, which is the date indicated in Paragraph 4.

### **Financial Impact**

There are no financial implications of this agreement.

### **Attachments**

1. Base Hospital Agreement

**Recommended Action: MOVE** to approve the Base Hospital/Provider Agency Agreement between the Prescott Fire Department and the Yavapai Regional Medical Center (City Contract No. 2014-096).

**BASE HOSPITAL AGREEMENT  
BETWEEN YAVAPAI COMMUNITY HOSPITAL  
ASSOCIATION AND CITY OF PRESCOTT FIRE DEPARTMENT**

**THIS AGREEMENT** is made and entered into as of the date last signed below by and between CITY OF PRESCOTT FIRE DEPARTMENT, ("Agency"), and YAVAPAI COMMUNITY HOSPITAL ASSOCIATION, dba YAVAPAI REGIONAL MEDICAL CENTER, which owns and operates Yavapai Regional Medical Center-West located at 1003 Willow Creek Road, Prescott, AZ and Yavapai Regional Medical Center-East located at 7700 E. Florentine Road, Prescott Valley, AZ 86314 ("YRMC").

**RECITALS:**

- A. Agency provides Basic Life Support and Advanced Life Support emergency medical and transportation services.
- B. YRMC is a health care facility licensed under the laws of the State of Arizona and is authorized to provide emergency medical direction to the Agency pursuant to Arizona Department of Health Sciences ("AZDHS") regulations and Arizona statutes.
- C. The provision of a base hospital by YRMC for administrative and on-line medical direction for Agency's Basic Life Support and Advanced Life Support personnel will benefit patients needing emergency medical care prior to arrival at YRMC.

**THEREFORE**, the parties agree as follows:

1. **Base Hospital Engagement.** Agency will utilize YRMC as a base hospital for administrative and on-line medical direction of Agency's Basic Life Support and Advanced Life Support personnel listed in **Exhibit "A"**(as may be amended from time to time).

2. **Responsibilities of YRMC.** YRMC shall:

A. Provide administrative and on-line medical direction for Agency's Basic Life Support and Advanced Life Support personnel in compliance with Arizona Statutes and the Arizona Administrative Code ("A.A.C.") §R9-25-201.

B. Maintain current and unrestricted certification as an Advanced Life Support Base Hospital as set forth in A.A.C. §R9-25-207 and notify Agency in writing within 24 hours if YRMC ceases to meet those requirements.

C. Provide pharmaceuticals to the Agency in accordance with the regulations approved by the Arizona Department of Health Services pertaining to Advanced Life Support operations.

D. Keep a record of all YRMC pharmaceuticals used by Agency employees in the field pursuant to this Agreement. YRMC shall invoice Agency annually for YRMC medications used by Agency employees in the field in the preceding year.

The prices charged shall be the customary medication charges of \$350.00 per drug box of YRMC. Agency shall remit payment to YRMC within thirty (30) days of the invoice date.

E. Provide emergency physicians who are physically present at all times in YRMC's emergency department to provide administrative and on-line medical direction. Such physicians shall be knowledgeable in standing orders, treatment, triage and communication protocols, diversion guidelines, and shall have either ACLS or ABEM certification.

F. Appoint an Administrative Medical Director that meets the qualifications and fulfills the responsibilities of the Arizona Department of Health Services rules and regulations in A.A.C. §R9-25-204. The parties confirm that they have each reviewed this regulation and understand its terms.

G. Have communications equipment that is operational and located in the emergency room with the capability of recording communication between base hospital and emergency medical personnel.

H. Where appropriate, arrange for optional field vehicular experience for the physicians providing administrative and on-line medical direction and intermediaries on Agency's Advanced Life Support vehicles.

I. Communicate all pertinent patient management information when a patient is to be transported to a receiving facility as soon as possible. If the receiving facility is also a certified emergency center, care of the patient and direct communication with Basic Life Support or Advanced Life Support personnel rendering that care, will be transferred to the receiving facility.

J. Notify the Agency of any discrepancies of Agency personnel relating to documentation or performance.

K. During the term of this Agreement, maintain at its sole cost and expense, general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to claims for bodily injuries, death or property damage arising in any way out of YRMC's performance related to this Agreement. Certificates of such Insurance in a form satisfactory to the Agency shall be delivered by YRMC to the Agency. YRMC shall deliver to the Agency certificates of renewals of such insurance policy, complying with the requirements of this paragraph. Said policy shall provide for thirty (30) days prior written notice to the Agency prior to cancellation.

**3. Responsibilities of Agency.** Agency shall:

A. Provide an emergency vehicle staffed by Basic Life Support personnel twenty-four (24) hours per day and by Advanced Life Support personnel as appropriate. Volunteer agencies that do not incorporate emergency medical technicians must have first responders available for delivering emergency care.

B. Provide the information for **Exhibit "A"** that lists the name, qualification (BLS/ALS), certification number and certification expiration date of each Basic Life Support and Advanced Life Support personnel currently assigned to YRMC.

- C. Notify YRMC in writing, or electronically, within thirty (30) days, of any transfer or termination of Base Life Support or Advanced Life Support personnel or the addition of new Base Life Support or Advanced Life Support personnel.
- D. Not concurrently assign Basic Life Support or Advanced Life Support personnel to more than one hospital for on-line and administrative medical direction.
- E. Utilize YRMC for administrative and on-line medical direction of its personnel pursuant to A.A.C. §R9-25-201, -203, and -205 and all other applicable laws.
- F. Maintain necessary forms and/or Electronic Health Records to adequately document and record patient encounters and treatment rendered by Agency personnel.
- G. Utilize only emergency medical technicians certified by the Arizona Department of Health Services pursuant to A.R.S. §36-2202.
- H. Provide a continuing quality management process, a review of encounter forms, and department specific continuing education that will satisfy both the Arizona Department of Health Services, Bureau of EMS requirements for recertification of Basic Life Support and Advanced Life Support personnel and also the requirements of YRMC's Medical Director as may be established from time to time.
- I. Be responsible for the procedures used in responding to and rendering aid at the scene of an emergency.
- J. Have a written policy which provides that when Advanced Life Support skills have been instituted in the field, the Advanced Life Support personnel shall remain with the patient until transfer of care to another comparably staffed Advanced Life Support equipped emergency vehicle or to the staff of an appropriate emergency receiving facility.
- K. Initiate an encounter form for each patient contact. When transported to a receiving facility, the patient(s), record(s), and the care of the patient(s) shall be immediately transferred to the facility.
- L. Have working communication equipment that allows communication with and is compatible with YRMC for medical direction.
- M. In the event that online medical direction from YRMC is not available for any reason, Agency shall utilize the National Association of EMS Educators Field Treatment Protocols to determine patient treatment or contact an alternative base hospital.
- N. Upon arrival to the emergency center, Agency's personnel shall assist in the transferring of the patient(s) into the treatment area of the emergency center and assist with continued treatment if needed or requested by YRMC's staff.
- O. During the term of this Agreement, Agency shall maintain at its sole cost and expense, third party general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence with respect to claims for bodily injuries or death or property damage arising in any way out of Agency's performance related to this Agreement. Certificates of such insurance in a form satisfactory to YRMC shall be delivered by the Agency to YRMC. The Agency shall deliver to YRMC certificates of renewals of such insurance policy

or policies each year, complying with the requirements of this paragraph, before their expiration date during the term of this Agreement. Said policy or policies shall provide that thirty (30) days prior written notice be provided to YRMC prior to cancellation.

4. **Term and Termination.** This Agreement shall commence on January 1, 2013 and shall continue until either party gives thirty (30) days written notice to the other of its intent to terminate this Agreement. Upon the giving of such notice, this Agreement shall automatically terminate thirty (30) days from the date of said notice unless the parties agree otherwise. Each party may immediately terminate if the other party materially breaches this Agreement.

5. **Agency Termination.** If applicable, the Agency can terminate this Agreement in the event of a conflict of interest, as provided by A.R.S. §38-511.

6. **Annual Review.** The parties agree that the qualifications and certifications of the Agency's personnel will be jointly reviewed on an annual basis.

7. **Indemnity.**

A. **YRMC Indemnification of Agency.** YRMC shall defend, indemnify and hold Agency harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which may arise out of the negligent act or omission of YRMC, its employees, or agents in performing services pursuant to this agreement.

B. **YRMC Indemnification of Medical Director.** YRMC shall defend, indemnify and hold the Administrative Medical Director and/or any physician acting as the Administrative Medical Director harmless for liability for acts caused by YRMC.

C. **Agency Indemnification of YRMC.** Agency shall defend, indemnify and hold YRMC harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses, and fees (including reasonable attorneys fees) of any nature or kind which may arise out of the negligent act or omission of Agency, its employees, or agents in performing services pursuant to this Agreement.

D. **Agency Indemnification of Medical Director.** Agency shall defend, indemnify and hold the Administrative Medical Director and/or any physician acting as the Administrative Medical Director harmless for liability from acts caused by Agency.

E. **Limitation of Liability.** A.R.S. §48-818 provides that a district (as defined therein), or an employee of a district, or a private fire or ambulance company whose services are procured by a fire district, and others as described therein, when rendering emergency medical aid provided by a certified emergency medical technician is not liable for civil or other damages to the recipient of the emergency medical aid unless the person is guilty of gross negligence or intentional misconduct. Likewise, A.R.S. §36-2206 provides that a health care provider (as defined therein) who in good faith gives emergency instructions to certified emergency medical technicians at the scene of an emergency or who provides pre-arrival instructions following the minimum standards established by A.R.S. §36-2204, Paragraph 9, shall not be liable for any civil damages as a result of such instructions. Nothing herein is intended to limit any applicable limitation of liability, laws, or regulations of the Agency, YRMC, and/or of any physicians who provide services pursuant to this Agreement.

**8. Miscellaneous Provisions.**

A. Independent Contractor. Agency, its employees, agents and representatives shall be independent contractors and shall not be deemed employees of YRMC. YRMC, its employees, agents and representatives shall be independent contractors and shall not be deemed employees of Agency.

B. Agent. Neither party shall be considered an agent of the other and neither party shall have the authority to bind the other.

C. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives,

D. Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party.

E. Legal Fees. In the event either party brings any legal action or arbitration for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs, and expenses related to such action,

F. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable.

G. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

If to YRMC:

Chief Executive Officer  
Yavapai Regional Medical Center  
1003 Willow Creek Road  
Prescott, Arizona 86301

If to Agency:

Jason Wallace  
City of Prescott Fire Department  
P.O. Box 2059  
Prescott, Arizona 86302

The notification addresses listed above can be changed by either party with proper written notice to the other as listed above.

H. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes any previous agreement or understanding. No modification of this Agreement shall be valid unless in writing and signed by the parties.

I. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be settled by binding arbitration in accordance with the

Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any remedy that would be available from a court of law or equity shall be available to the arbitrator(s). The arbitration hearing and all proceedings in connection herewith shall take place in Prescott, Arizona. The award shall be in writing, binding on both parties, non-appealable and immediately enforceable in a court of law or equity. The arbitrator's cost shall be borne equally by the parties and each party shall bear its own costs and attorneys' fees.

J. Eligibility To Do Business. Agency hereby warrants and represents that it is eligible to do business with the necessary federal or state health care programs, including, without limitation, Medicare, Medicaid, and AHCCCS. Agency shall, throughout the term of this Agreement, maintain its eligibility to do business with all federal and state health care programs. In the event Agency is excluded from doing business with any federal or state healthcare program, Agency shall immediately notify YRMC in writing of the exclusion.

K. HIPAA. The parties confirm their intent to comply with the requirements of the Standards for Privacy of Individually Identifiable Health Information 45 C.F.R. 160.103, 164.501 et. seq., as amended from time to time ("Privacy Standards") for protected health information ("PHI"). The use and handling of PHI by YRMC and Agency in providing Services under this Agreement is related to the provision of patient care services and is authorized under the Privacy Standards without additional agreements or consents.

L. Prohibition of Doing Business with Sudan and Iran. If applicable, each party certifies that pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06 (B), it does not have a scrutinized business operations, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

M. E-Verify. This provision applies only to the extent that Agency is a governmental entity subject to the requirements of A.R.S. §41-4401. YRMC and Agency hereby warrant that they will, at all times during the terms of this Agreement, comply with all Federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). YRMC further agrees to ensure that each subcontractor that it hires to perform any work under this Agreement likewise complies with the State and Federal immigration laws.

A breach of a warranty regarding compliance with the State and Federal immigration laws shall be deemed a material breach of the Agreement and the parties who breach may be subject to penalties up to and including termination of the Agreement. Provided that Agency is a governmental entity, Agency retains the legal right to inspect the papers of YRMC and any contractor or subcontract employee working under the terms of the Agreement to ensure that YRMC is complying with the State and Federal immigration laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PRESCOTT FIRE DEPARTMENT  
Provider Agency

Yavapai Community Hospital Association  
dba Yavapai Regional Medical Center

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

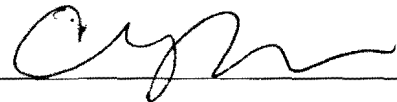
Timothy J. Barnett  
President & Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 5-16-13

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Christopher Lampe, M.D.

Title: \_\_\_\_\_

EMS Administrative Medical Director

Date: \_\_\_\_\_

Date: 5/20/13

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “A”**

(Agency Basic Life Support and Advanced Life Support personnel)

**MEETING DATE/TYPES:**    **STUDY SESSION**    **11-19-13**  
                                         **VOTING SESSION**    **11-26-13**

**DEPARTMENT:**    Airport

**RECOMMENDED AGENDA CATEGORY:**    Regular: Yes    Consent: No

|                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AGENDA ITEM:</b> Adoption of Resolution 4204-1412 approving an assignment of City Contract No. 1994-124 A6, as amended, from Spitfire Films, Inc., to MH Properties, LLC |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Approved By:                          | Date:      |
|---------------------------------------|------------|
| <b>City Manager:</b> McConnell, Craig | 11/13/2013 |

### Item Summary

This item is for approval of the transfer of an existing lease between the City and Spitfire Films, Inc., a California corporation, to MH Properties, LLC, an Arizona limited liability company, and for approval of administrative corrections to the original lease documents and subsequent amendments.

### Background

This Lease was first entered into on November 8, 1994, between the City and Bonanza Enterprises, Inc., as City Contract No. 1994-124 (Ordinance No. 3282). The 1st amendment (Contract No. 1994-124A) was approved by Council on March 14, 1995 (Ordinance No. 3327) which added 600 SF of office space to the overall lease property.

The 2nd amendment (City Contract No. 1994-124B) was approved by Council on March 9, 1999 (Ordinance No. 3850) which added Paragraph 7(f) requiring the City to apply all proceeds of any fire and/or extended insurance coverage for the leased premises to the repair and/or replacement of the improvements included in the Lease.

The 3rd amendment (Contract No. 2002-248) was approved by Council on September 30, 2002 (Ordinance No. 4273) which modified Paragraph 1(a) of the Lease to substitute River Hangar Corporation (RHC) for Bonanza Enterprises, Inc., as the Lessee for a portion of the leasehold and modified Paragraph 3(a) of the Lease to provide a new 25-year term commencing from the date of the amendment and providing a 25-year renewal option at a new rental rate to be renegotiated at fair market value of the ground lease.

Paragraph 5 of the Lease was amended to provide that upon any assignment and/or sale

of its interest under the Lease that RHC shall pay the City either \$10,000.00 or 5% of the total sales price, whichever is less. Finally, Paragraph 7(d) of the Lease was modified to require RHC to maintain the asphalt in its exclusive leasehold in useable condition and replace as necessary at its own expense.

The 4th amendment was executed on December 31, 2002, by the Airport Manager; however, the amendment was not brought before the Council. This amendment replaced Exhibit A with a new Exhibit A-2002 to depict the leasehold area agreed to by all parties (Bonanza Enterprises, River Hangar Corporation and the City).

The 5th amendment was executed on February 25, 2005, by the Airport Manager; however, the amendment was not brought before the Council. This amendment was for Consent to Assignment of Lease and Novation from River Hangar Corporation to Spitfire Films, Inc. The City did receive the \$10,000.00 payment from Bonanza Enterprises from the assignment of the Lease.

Paragraph 5 of the Lease states the Lessee may sublet the leased premises with the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld. A sublease, assignment or other transfer is invalid unless approved by City Council. Upon proof of a proposed sale of Lessee's business, the Council may authorize the assignment of the remainder of the term of this Lease to the new business owner.

Council action is required for approval of (and by inference for disapproval of) any sublease, assignment or transfer. Therefore, in order to proceed with the assignment of the Lease to MH Properties, LLC, it is necessary for Council to first approve the assignment of the Lease from River Hangar Corporation to Spitfire Films, Inc.

It is staff's recommendation that Council approve Amendments No. 4 and No. 5 to the Lease as City Contract No. 1994-124D and 1994-124E respectively and approve Amendment No. 6 to the Lease for the assignment of the Lease from Spitfire Films, Inc. to MH Properties, LLC, as City Contract No. 1994-124F. The assignment of the Lease to MH Properties, LLC, incorporates the terms and conditions of the original Lease and all subsequent amendments approved by Council.

### **Financial Impact**

The ground lease payment is currently \$81.67 per month (\$980.04 per year or \$0.1219 per sf/yr) excluding applicable taxes. The lease contains an annual automatic cumulative CPI increase of not less than 2%. The most recent CPI increase occurred on July 1, 2013. The lease payment will continue under the terms and conditions of the lease.

The current 25-year lease term will not expire until 2027 (revised from the original 2019 end date by the September 30, 2002 amendment), at which time the lease may be renewed for an additional 25-year period at a new rental rate to be renegotiated at the

Agenda Item: Adoption of Resolution 4204-1412 approving an assignment of City Contract No. 1994-124 A6, as amended, from Spitfire Films, Inc., to MH Properties, LLC

fair market value of the ground lease.

The September 30, 2002, amendment to Paragraph 5 of the Lease provides that upon any assignment and/or sale of its interest under the lease, RHC (or its successor) shall pay the Lessor (City) either \$10,000.00 or 5% of the total sales price, whichever is less.

Spitfire Films, Inc. has informed the City that the purchase price of the lease is \$375,000.00. Five (5%) percent of the total sales price is \$18,750.00; therefore, the City shall receive \$10,000.00 upon the approval of the assignment of this Lease.

#### **Attachments**

1. Spitfire Films Request to Assign Lease
2. Consent to Assignment of Lease and Novation
3. Resolution No. 4204-1412

**Recommended Action: MOVE** to adopt Resolution No. 4204-1412.



# KOTTKE LAW FIRM, plc

Wills,  
Trusts,  
Probate,  
Estate  
&  
Business  
Planning,  
Trust  
Litigation

BBVA Compass Bank Center  
923 E. Gurley Street, Suite 202  
Prescott, Arizona 86301

Mail:  
Post Office Box 565  
Prescott, Arizona 86302

Phone: (928) 445-1765  
Fax: (928) 445-6965

**Christopher L. Kottke**  
Attorney at Law  
LL.M in Taxation  
[kottke@ranchlaw.com](mailto:kottke@ranchlaw.com)

September 5, 2013

***Sent via e-mail to [jeffrey.tripp@prescott-az.gov](mailto:jeffrey.tripp@prescott-az.gov)***

City of Prescott  
Attn: Jeffrey S. Tripp  
Airport Manager  
6546 Crystal Lane  
Prescott, Arizona 86301

**Re: Spitfire Films, Inc. Lease Agreement  
City Contract #1994-124**

Dear Mr. Tripp:

As you are aware, this law firm is assisting Spitfire Films, Inc. and MH Properties, LLC pertaining to the transfer and assignment of the above-referenced City Lease.

Per your correspondence dated August 21, 2013, we are enclosing the following for your review:

1. Letter from Spitfire Films, Inc. requesting approval from the City Council;
2. Consent Resolution from Spitfire Films, Inc. approving the assignment;
3. Consent to Assignment of Lease and Novation (final date left blank pending approval from the City); and
4. Financial Information provided by MH Properties, LLC.

We request that this matter be placed on the City Council's agenda as quickly as possible. If you require anything further in order to process this request, please give us a call at you soonest opportunity.

Very truly yours,

**KOTTKE LAW FIRM, plc**

Christopher L. Kottke

CLK:cm

Enclosures

cc: Spitfire Films, Inc.  
MH Properties, LLC

**Spitfire Films, Inc.**  
1299 Ocean Avenue, #333  
Santa Monica, California 90401

August 28, 2013

City of Prescott  
Attn: Jeffrey S. Tripp  
Airport Manager  
6546 Crystal Lane  
Prescott, Arizona 86301

**Re: Spitfire Films, Inc. Lease Agreement  
City Contract #1994-124**

Dear Mr. Tripp:

This letter is to advise you that Spitfire Films, Inc. ("Spitfire"), the current owner of the above-referenced Lease Agreement (the "Lease"), is seeking approval from the City Counsel of the City of Prescott to assign the Lease to MH Properties, LLC, an Arizona limited liability company ("MH"). Accompanying this letter is a Consent Resolution authorizing Spitfire to sell its interest in the Lease to MH. Also accompanying this letter is a draft Consent and Assignment of Lease and Novation for the City of Prescott's review, to be executed by Spitfire and MH, as well as the City of Prescott upon approval by the City Counsel. This Consent provides evidence that MH will agree to the existing terms and conditions outlined in the Lease.

We understand that this transaction will be a novation of Spitfire's interest in the Lease and that Spitfire will be released from any and all covenants, stipulations, agreements and obligations under such Lease.

Additionally, MH has agreed that upon completion of the assignment/sale of the Lease, to pay the City of Prescott the required transfer fee of "either \$10,000 or five percent (5%) of the total sales prices, whichever is less", as part of this transaction.

As part of this transaction, MH will speak with the City of Prescott Planning Department to ensure that its planned use(s) for the Lease property is acceptable. After speaking with the Planning Department, MH will submit its proposed use(s).

Lastly, I understand that MH is in the process of preparing a detailed financial report for the City's review and approval, as it relates to this transaction.

Very truly yours,

**Spitfire Films, Inc.**



Christopher Woods  
President

**CONSENT RESOLUTION OF THE SOLE DIRECTOR**  
**OF**  
**SPITFIRE FILMS, INC.**

The undersigned, being the sole Director of SPITFIRE FILMS, INC., a California corporation (the "Corporation"), hereby consents to and approves of the actions set forth in the following resolution:

BE IT RESOLVED by the Board of Directors of the Corporation that the assignment/sale of that certain Lease Agreement between the City of Prescott as Landlord and the Corporation as Tenant, also known as Prescott City Contract #1994-124, to MH Properties, LLC, an Arizona limited liability company, is approved.

Done this 5 day of SEPTEMBER, 2013.

SOLE DIRECTOR

  
\_\_\_\_\_  
Christopher Woods

## Consent to Assignment of Lease and Novation

The City of Prescott, by the through the Prescott Airport Manager, hereby consents to the assignment of that certain Lease between the City of Prescott and SPIRFIRE FILMS, INC., a California corporation (hereinafter referred to as "Tenant"), more particularly identified as a lease dated November 8, 1994, between the City of Prescott and Bonanza Enterprises, Inc., City of Prescott Contract No. 94-124, which lease was amended March 14, 1995 by an amendment bearing the City of Prescott Contract No. 94-124A, and was further amended by that certain Amendment to November 8, 1994 to Lease Agreement dated September 30, 2002, which amended was itself modified by that certain Modification to Amendment to November 8, 1994 Lease Agreement dated December 31, 2002 (hereinafter referred to as the "Lease"), to MH PROPERTIES, LLC, an Arizona limited liability company (hereinafter referred to as the "Assignee"), upon the following terms and conditions:

1. That this consent shall not be deemed a waiver or relinquishment in the future of the covenant against assignment or subletting without first obtaining the consent of the City of Prescott.
2. That this covenant shall operate as a novation, and shall operate to release the Tenant from any and all covenants, stipulations, agreements and obligations under the Lease from and after \_\_\_\_\_, 2013.
3. That the Assignee shall agree to accept and abide by any and all provisions in the Lease, and to faithfully perform any and all covenants, stipulations, agreements and obligations under the Lease.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

### "Tenant"

CITY OF PRESCOTT

SPIRFIRE FILMS, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: Airport Manager

Christopher Woods,  
Its: President

### "Assignee"

MH PROPERTIES, LLC

By:  \_\_\_\_\_  
John L. Stonecipher, Manager of  
Guidance Management Group, LLC,  
Manager of MH Properties, LLC

## Consent to Assignment of Lease and Novation

The City of Prescott, by and through the Prescott City Council, hereby consents to the assignment of that certain Lease between the City of Prescott and SPITFIRE FILMS, INC., a California corporation (hereinafter referred to as "Tenant"), more particularly identified as a lease dated November 8, 1994, between the City of Prescott and Bonanza Enterprises, Inc., City of Prescott Contract No. 94-124, which lease was amended March 14, 1995 by an amendment bearing the City of Prescott Contract No. 94-124A, and was further amended by that certain Amendment to November 8, 1994 to Lease Agreement dated September 30, 2002, which amended was itself modified by that certain Modification to Amendment to November 8, 1994 Lease Agreement dated December 31, 2002 (hereinafter referred to as the "Lease"), to MH PROPERTIES, LLC, an Arizona limited liability company (hereinafter referred to as the "Assignee"), upon the following terms and conditions:

1. That this consent shall not be deemed a waiver or relinquishment in the future of the covenant against assignment or subletting without first obtaining the consent of the City of Prescott.
2. That this consent shall operate as a novation, and shall operate to release the Tenant from any and all covenants, stipulations, agreements and obligations under the Lease from and after \_\_\_\_\_, 2013.
3. That the Assignee shall agree to accept and abide by any and all provisions in the Lease, and to faithfully perform any and all covenants, stipulations, agreements and obligations under the Lease.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF PRESCOTT, a municipal corporation

SPITFIRE FILMS, INC.

\_\_\_\_\_  
Marlin D. Kuykendall, Mayor

\_\_\_\_\_  
Christopher Woods, President

"Assignee"

ATTEST

MH PROPERTIES, LLC

\_\_\_\_\_  
Lynn Mulhall, City Clerk

\_\_\_\_\_  
John L. Stonecipher, Manager of Guidance  
Management Group, LLC, Manager of  
MH Properties, LLC

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Palladini, City Attorney

## **RESOLUTION NO. 4204-1412**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, CONSENTING TO THE ASSIGNMENT OF LEASE AND NOVATION AT THE PRESCOTT MUNICIPAL AIRPORT.**

#### **RECITALS:**

WHEREAS, the Council of the City of Prescott ("City") wishes to consent to the assignment of lease and novation to that certain lease between the City and SPITFIRE FILMS, INC., a California corporation (herein referred to interchangeably as "Tenant"), more particularly identified as a lease originally dated November 8, 1994, between the City and Bonanza Enterprises, Inc. (City Contract No. 1994-124, Ordinance No. 3282) (hereinafter referred to as the "Lease"), to MH PROPERTIES, LLC, an Arizona limited liability company (hereby referred to interchangeably as "Assignee"); and

WHEREAS, the Lease was amended March 14, 1995 (City Contract No. 1994-124A, Ordinance No. 3327), and which Lease was further amended on March 2, 1999 (City Contract 1994-124B, Ordinance No. 3850), and which Lease was further amended on September 30, 2002 (City Contract No. 2002-248, Ordinance No. 4273); and

WHEREAS, the Lease was further amended on December 31, 2002 by the Airport Manager to change Lease Exhibit 'A' and this amendment was not brought to Council for approval; and

WHEREAS, the Lease was further amended on February 25, 2005 by the Airport Manager for consent to assign the Lease from Bonanza Enterprises, Inc. to Spitfire Films, Inc., and such consent to assign was not brought before the Council; and

WHEREAS, it is in the best interest of the City for the Council to approve or otherwise ratify the administrative Lease changes of December 31, 2002 and February 25, 2005; and

WHEREAS, the Consent to assign the current Lease from Tenant ("SPITFIRE FILMS") to Assignee ("MH PROPERTIES, LLC") shall not be deemed a waiver of relinquishment in the future of the covenant against assignment or subletting without first obtaining the consent of the City; and

WHEREAS, such Consent referenced in the immediate Recital above shall operate as a novation; and

WHEREAS, the Consent and Novation shall not become effective until such time that the Tenant ("SPITFIRE FILMS") pays the City the required transfer fee of "either \$10,000 or five percent (5%) of the total sales prices, whichever is less" pursuant to the terms of the Lease; and

WHEREAS, the Consent and Novation of the Lease from the Tenant ("SPITFIRE FILMS") to the Assignee ("MH PROPERTIES, LLC") will benefit the health, safety, and welfare of the City.

**ENACTMENTS:**

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

Section 1. THAT, the City Council hereby consents to the approval of Lease Amendment No. 4 dated December 31, 2002 between the City and Bonanza Enterprises, Inc., and or otherwise ratifies the prior administrative Lease Amendment (as City Contract No. 1994-124D);

Section 2. THAT, the City Council hereby consents to the approval of Lease Amendment No. 5 dated February 25, 2005 for the assignment of lease and novation to that certain lease between the City and Bonanza Enterprises, Inc. to SPITFIRE FILMS, INC., and or otherwise ratifies the prior administrative Lease Amendment (as City Contract No. 1994-124E);

Section 3. THAT, the City Council hereby consents to the assignment of lease and novation to that certain lease between the City and SPITFIRE FILMS, INC., a California corporation ("Tenant"), to MH PROPERTIES, LLC, an Arizona limited liability company ("Assignee") as Amendment No. 6 (as City Contract No. 1994-124F);

Section 4. THAT, the consent to the assignment of lease and novation referenced in Section 3 of this Resolution will become effective on the date that the Tenant pays the City the required transfer fee pursuant to the Lease terms in an amount and form acceptable to the Airport Manager.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL  
City Clerk

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

**MEETING DATE/TYPES:**    **STUDY SESSION**    **11-19-13**  
                                         **VOTING SESSION**    **11-26-13**

**DEPARTMENT:**    **Airport**

**RECOMMENDED AGENDA CATEGORY:**    **Regular: No**    **Consent: No**

|                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>AGENDA ITEM:</b> Approval to submit a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement Airport Rescue &amp; Firefighting (ARFF) vehicle at Ernest A. Love Field</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                       |              |
|---------------------------------------|--------------|
| <b>Approved By:</b>                   | <b>Date:</b> |
| <b>City Manager:</b> McConnell, Craig | 11/13/2013   |

### **Item Summary**

This item is for approval to submit a grant application to the Federal Aviation Administration for the acquisition of a replacement Airport Rescue & Firefighting (ARFF) vehicle for use at Ernest A. Love Field.

### **Background**

The Prescott Fire Department provides dedicated ARFF services at the airport as required under Federal Aviation Regulation Part 139 which requires airports to provide aircraft rescue and firefighting (ARFF) services during air carriers operations.

This grant will purchase a replacement 1,500-gallon Airport Rescue & Fire Fighting (ARFF) Index Category "B" vehicle to replace the Prescott Fire Department's existing Index "B" ARFF vehicle which was itself acquired in 2001 through a similar FAA grant. The current unit is reaching the end of its useful life cycle for frontline service and will be approximately 14 years old at the time a replacement vehicle can be brought into service in 2015. This type vehicle has a 10-year expected life span according to FAA guidelines.

The acquisition of the replacement ARFF vehicle will allow the City to continue providing a safe operating environment by ensuring that the airport's ARFF capabilities are met. As discussed previously with Council, the current ARFF vehicle will be kept for use as a training unit and for back-up ARFF coverage when the replacement vehicle may be taken out of service for preventative maintenance and/or repairs.

The 2001 vehicle may also be used for specialized off-airport response to hazardous

Agenda Item: Approval to submit a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement Airport Rescue & Firefighting (ARFF) vehicle at Ernest A. Love Field

materials situations such as oil fires, electrical transformer substation fires, etc. requiring the specialized foam application capabilities of the ARFF vehicle without affecting airport ARFF services.

### **Financial Impact**

The Airport budgeted \$1,000,000.00 for the purchase of a replacement ARFF vehicle in the FY14 CIP. The FAA will provide up to \$950,000.00 (95%) with ADOT providing a 2.5% matching grant in an amount not to exceed \$25,000.00 and the City providing the remaining 2.5% matching funds in an amount not to exceed \$25,000.00. The ultimate grant amounts provided by both FAA and ADOT will be determined by the final lowest responsive bid price received by the City.

**Recommended Action: MOVE** to approve the submittal of a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement ARFF vehicle for Ernest A. Love Field.

**MEETING DATE/TYPES:   STUDY SESSION   11-19-13**  
**VOTING SESSION   11-26-13**

**DEPARTMENT:   Public Works**

**RECOMMENDED AGENDA CATEGORY:   Regular: X   Consent:**

**AGENDA ITEM:** Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO13-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094)

**Approved By:**

**Date:**

|                      |                  |  |
|----------------------|------------------|--|
| <b>Director:</b>     | Nietupski, Mark  |  |
| <b>City Manager:</b> | McConnell, Craig |  |

### Item Summary

This item is for approval to purchase four (4) replacement vehicles and one (1) additional vehicle for the Public Works Department - Utilities Division.

### Background

The City's fleet is relied upon daily to provide dependable water and wastewater services. During the FY14 budgeting process the City's Central Garage recommended replacement of a number of vehicles due to diminished reliability, safety, maintenance costs, overall condition, and service life expectancy. Public Works included funding in the FY14 budget to replace the vehicles identified in Table 1.

| Table 1                            |                                                                                                                                                    |                      |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Vehicle                            | Daily Assignments                                                                                                                                  | Year / Mileage       |
| 844 – 4x2<br>SWB Pickup            | On-call, bluestake operations, right-of-way repairs, transport aggregate materials and hauling brush/debris associated with wastewater operations. | 1997 / 133,000 miles |
| 958 – 4x2<br>DRW with service body | Routine maintenance and as-needed emergency repairs of water distribution infrastructure.                                                          | 2000 / 153,000 miles |
| 959 – 4x2<br>DRW with              | Routine maintenance and as-needed emergency repairs of water distribution infrastructure.                                                          | 2000 / 183,000 miles |

Agenda Item: Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094)

|                       |                                         |                      |
|-----------------------|-----------------------------------------|----------------------|
| service body          |                                         |                      |
| 1031 – 4x2 SWB Pickup | Metering services and customer service. | 2003 / 144,000 miles |

The additional vehicle is required for the new Water Protection Inspector position added in FY 14 (Table 2).

| Table 2              |                                                                                                                          |               |
|----------------------|--------------------------------------------------------------------------------------------------------------------------|---------------|
| Vehicle              | Daily Assignments                                                                                                        | Age / Mileage |
| New - 4x2 SWB Pickup | Water protection inspections, sampling of wastewater, public outreach, backflow survey/test, and other customer service. | N/A           |

All of the existing vehicles have had planned (oil, filters, hoses, belts, fluids, brakes) and unplanned maintenance performed by Central Garage. A summary of major mechanical failures and costs of work performed by the Central Garage from November 1, 2010, to November 1, 2013, is provided in Table 3.

| Table 3 |                                                                                                                                                                                                                                          |           |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Vehicle | Major Mechanical Failures                                                                                                                                                                                                                | Cost (\$) |
| 844*    | Steering column, electrical system, door hinges, power shaft, fuel pump and module, emergency brake, alternator, shocks, serpentine belt tensioner, radiator, transmission service and cooling lines, engine seals, water pump           | \$10,657  |
| 958     | Rear axle, drive train bearings, electrical system, transmission, air conditioning system, ignition system, rear differential, shocks, engine cooling system                                                                             | \$25,418  |
| 959     | Fuel system, starter, ignition system, fuel injectors, idle air control motor, window crank, power steering system, engine cooling system, electrical system,                                                                            | \$13,128  |
| 1031    | Power steering pump, radiator, alternator, electrical system, steering column, idle air control valve, accident damage repair, fuel pump, ignition system, door hinges, power steering system, air conditioning system, ignition system, | \$13,856  |

\* The manufacturer no longer sells certain parts (e.g., steering column) for this vehicle.

## Delivery and Disposal

The vehicles will be delivered within 60-90 days upon order. The existing vehicles will be auctioned upon receipt of the replacement vehicles. The City has received notification

Agenda Item: Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094)

from Sanderson Ford that the F-450 models will be sold out earlier than normal this year due to high demand.

The vehicles being replaced will be offered for sale at the next scheduled City auction for vehicle inventory reduction.

### **Financial Impact**

The vehicles and service body purchase will be made using the Arizona Procurement Solution Master Blanket Purchase Order Nos. ADSP013-040351 and SCC090001-5 through San Tan Ford of Gilbert Arizona and Sanderson Ford of Glendale Arizona. The price quote for the Knapheide service body will be purchase under the state contract directly through Sanderson Ford. The prices shown in Table 4 include tax and delivery.

| Table 4          |                                           |                  |
|------------------|-------------------------------------------|------------------|
| <b>Vehicle</b>   | <b>New vehicle description</b>            | <b>Cost (ea)</b> |
| 844              | Ford F-150, SWB, 4x2, regular cab pick-up | \$16,402.59      |
| 958              | Ford F-450, DRW, 4x2 cab and chassis      | \$29,164.38      |
| 958 service body | Knapheide service body                    | \$7,479.14       |
| 959              | Ford F-450, DRW, 4x2 cab and chassis      | \$29,164.38      |
| 959 service body | Knapheide service body                    | \$7,479.14       |
| 1031             | Ford F-150, SWB, 4x2, regular cab pick-up | \$16,402.59      |
| New              | Ford F-150, SWB, 4x2, regular cab pick-up | \$16,402.59      |
|                  |                                           | \$122,494.81     |

The vehicles come with a standard 3 year / 36,000 mile warranty. The service bodies carry a 6 year warranty.

The Public Works Department allocated monies in the FY14 Water and Wastewater budgets to replace these vehicles.

### **Attachments**

1. F-450 quote No. ADSP013-040351 from Sanderson Ford
2. F-150 quote No. ADSP012-016671 from San Tan Ford
3. Knapheide service body quote from Auto Safety House

Agenda Item: Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094)

**Recommended Action (separate motions and votes):**

1. **MOVE** to approve the purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 (City Contract No. 2014-091);
2. **MOVE** to approve the purchase of three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094).



### Government Fleet Sales Managers

|                |                |                                                                              |
|----------------|----------------|------------------------------------------------------------------------------|
| Dave Harris    | (623) 930-5961 | <a href="mailto:dharris@sandersonford.com">dharris@sandersonford.com</a>     |
| Richard Fowler | (623) 930-5962 | <a href="mailto:rfowler@sandersonford.com">rfowler@sandersonford.com</a>     |
| Tony Friedley  | (623) 930-5963 | <a href="mailto:tfriedley@sandersonford.com">tfriedley@sandersonford.com</a> |
| Bob Allen      | (623) 930-5960 | <a href="mailto:ballen@sandersonford.com">ballen@sandersonford.com</a>       |
| Joe Preston    | (623) 930-5910 | <a href="mailto:jpreston@sandersonford.com">jpreston@sandersonford.com</a>   |

Department Fax: (623) 930-5966

Date: 8/5/2013 (Rev. 9-18)

Customer: City of Prescott

FAX: \_\_\_\_\_

Vehicle Description: 2014 Ford XL F450XL 4x2 Reg Chassis Cab 141"wb.60"ca

\*\*\*### STATE of AZ Contract ADSP013-040351

Base Price: \$26,395.00

#### Upgrade Options:

|     |                                 |                   |
|-----|---------------------------------|-------------------|
| 1.  | 16,500 lbs. GVWR                | standard          |
| 2.  | 6.8L V10 gas w/ Automatic Trans | standard          |
| 3.  | Air Conditioner                 | standard          |
| 4.  | AM / FM radio with clock        | standard          |
| 5.  | 40/20/40 cloth bench seat       | included in contr |
| 6.  | cruise control (DELETE)         | -\$200.00         |
| 7.  | 40g Aft-of-Axle fuel tank       | standard          |
| 8.  |                                 |                   |
| 9.  | 4.88 Ltd Slip differential      | \$308.00          |
| 10. | spare tire & wheel              | \$299.00          |
| 11. | snow plow pkg                   | \$73.00           |
| 12. | lead time approx 60-90 days     |                   |

Upgrade Options Total: \$480.00

Bid Price (w/options): \$26,875.00

Sales Tax (8.5%): \$2,284.38

Tire Tax: \$5.00

Ford Extended Service Plan: \_\_\_\_\_

Total Delivered Price: \$29,164.38

4X2 F150 w/o power eqpt.  
group option



Lloyd Covault  
Government Sales Manager  
Cell: 602-684-5500  
Fax: 480-621-3796  
Office: 480-621-3741  
Email: [lloydcovault@santanford.com](mailto:lloydcovault@santanford.com)

Attn: Charlie Potts  
City of Prescott

Prescott, Az  
[charlie.potts@prescott-az.gov](mailto:charlie.potts@prescott-az.gov)

Date: 13-Sep-13

Quote: STF14007

Customer: City Of Prescott

Item/State Contract #: ADSP012-016671

Vehicle Description: 2014 FORD F-150 Reg Cab XL SWB 4X2

Qty: 1

|                 | Each        | Extended    |
|-----------------|-------------|-------------|
| Base Bid Price: | \$15,032.00 | \$15,032.00 |

| Item: | Option #: | Description:                       |          |          |
|-------|-----------|------------------------------------|----------|----------|
| 1     | F1C       | 2014 Ford F-150 Reg Cab XL SWB 4X2 | \$0.00   | \$0.00   |
| 2     | YZ        | Oxford White                       | \$0.00   | \$0.00   |
| 3     | CS        | Steel Gray Capt. Chairs            | \$0.00   | \$0.00   |
| 4     | 100A      | XL PKG                             | \$0.00   | \$0.00   |
| 5     | 99M       | 3.7 V-6                            | \$0.00   | \$0.00   |
| 6     | 446       | 6 Speed Auto                       | \$0.00   | \$0.00   |
| 7     |           |                                    | \$0.00   | \$0.00   |
| 8     | DIO       | Window Tint                        | \$150.00 | \$150.00 |
| 9     |           |                                    | \$0.00   | \$0.00   |
| 10    |           |                                    | \$0.00   | \$0.00   |
| 11    | Delivery  | to Prescott                        | \$100.00 | \$100.00 |
| 12    |           |                                    | \$0.00   | \$0.00   |
| 13    |           |                                    | \$0.00   | \$0.00   |
| 14    |           |                                    | \$0.00   | \$0.00   |
| 15    |           |                                    | \$0.00   | \$0.00   |
| 16    |           |                                    | \$0.00   | \$0.00   |
| 17    |           |                                    | \$0.00   | \$0.00   |
| 18    |           |                                    | \$0.00   | \$0.00   |
| 19    |           |                                    | \$0.00   | \$0.00   |
| 20    |           |                                    | \$0.00   | \$0.00   |

Bid Price (with options): **\$15,282.00** **\$15,282.00**

Sales Tax 7.8%: **\$1,115.59** **\$1,115.59**

SubTotal: **\$16,397.59** **\$16,397.59**

Tire Tax (each): **\$5.00** **\$5.00**

Ford ESP 5/100,000 extra care \$50.00 deductible\* NA NA

Total Delivered Price: **\$16,402.59** **\$16,402.59**

Notes:

\*=optional. Without ExtraCare total delivered price is :

**PHOENIX**

2630 W. BUCKEYE RD.  
PHOENIX, AZ 85009  
(800) 352-5355  
FAX: (602) 278-3916  
PHONE: (602) 269-9721

**TUCSON**

1402 E. BENSON HWY.  
TUCSON, AZ 85714  
(800) 717-1601  
FAX: (520) 294-3223  
PHONE: (520) 889-9551

**HOLBROOK**

840 S. HIGHWAY 77  
HOLBROOK, AZ 86025  
(800) 816-3619  
FAX: (928) 524-2594  
PHONE: (928) 524-3582

EIN 86-0960895

INVOICE DATE

**09-Aug-13**

INVOICE NO.

PAGE

**\*QUOTE\*****1**

CUSTOMER NO.

BRANCH

**62541****1**REMIT  
TO:

Auto Safety House  
2630 W Buckeye Rd  
Phoenix, AZ 85009

SOLD TO:

PRESCOTT, CITY OF  
432 N. VIRGINIA ST  
PRESCOTT AZ 86301

SHIP TO:

PRESCOTT, CITY OF  
432 N. VIRGINIA ST  
PRESCOTT AZ 86301

TERMS: NET - NO DISCOUNT, PAYABLE 10th of MONTH FOLLOWING PURCHASE

Min 15% Restocking Fee on ALL Returns, No Returns on Special Orders, No returns after 30 days, No Returns without Invoice

CUSTOMER P.O.

R/S ORDER NO.

(928) 777-1655

24 251/924

212454

PRICE / PER

EXTENSION

R/O STATUS: Q QUOTE

PRINT JOB TOTALS: Y

TERMS: (00) NET DUE 30 DAYS

Contact Name:

CHARLIE

Contact Phone:

9287771631

Estimate #:

Promise Date/Time:

QUOTE

EXPIRES: 08/24/2013

JOB#01 05 004 04 INSTALL KNAPHIDE SERVICE BODY

ALTERNATE ACCOUNTING: 65 (Y) - TRUCK EQUIPMENT

FURNISH AND INSTALL A 9'DRW STANDARD HEIGHT SERVICE BODY  
WITH A 10000 # RECEIVER HITCH, 7 WAY ROUND PIN SOCKET,  
T-HANDLES ON BODY, MASTER LOCKING SYSTEM ON BOTH SIDES,  
ALL LEGAL LIGHTS, FUEL ADAPTERS, MUD FLAPS, AND A REAR  
STEP BUMPER.

BODY TO BE PAINTED WHITE IN COLOR.

|       |                    |                       |               |            |         |
|-------|--------------------|-----------------------|---------------|------------|---------|
| 1 EE  | LIGHTS             | MISC-LIGHTS           | \$60.00       | 30.00EA    | 30.00   |
| 1 EE  | FUEL               | FUEL SPOUTS ETC.      | \$60.00       | 30.00EA    | 30.00   |
| 1 EE  | MISC               | MISC MATERIALS        | \$120.00      | 95.00EA    | 95.00   |
| 1 BY  | 1801050L           | HITCH-UNIVERSAL FIT   | \$372.99      | 239.50EA   | 239.50  |
| 1 PO  | 11-721             | SPLIT PIN SOCKET      | \$22.99       | 12.99EA    | 12.99   |
| 1 PO  | 11-771             | BRKT                  | \$2.50        | 1.50EA     | 1.50    |
|       |                    | TRK EQUIP PAINT SALES |               |            | 298.80  |
| 2 PA  | 42-B9791GAL        | OXFORD FORD WHITE     | \$155.56      | 109.94EA   | 219.88  |
|       |                    | TAILGATE              |               |            | 41.50   |
| 1 EE  | MUD FLAPS          | MISC-MUD FLAPS        | \$100.00      | 50.00EA    | 50.00   |
| 1 KN  | 7108D54RJ-P2757-13 |                       |               | 4302.85EA* | 4302.85 |
|       |                    | BODY W/OPTS.          | \$6346.28 BIL |            |         |
| 1 KN1 | 26050278           | BUMPER, RECESSED, 94  | \$920.00      | 525.00EA*  | 525.00  |

QUOTE VALID FOR 30 DAYS

----VINCENT POORMON----

--EQUIPMENT SALES DEPT--

\* 13.00 HOURS

|                 |         |
|-----------------|---------|
| MISC SUBTOTAL   | 340.30  |
| PARTS SUBTOTAL  | 5506.72 |
| LABOR SUBTOTAL  | 1066.00 |
| SHOP SUPPLIES   | 74.62   |
| ** JOB SUBTOTAL | 6987.64 |

|                       |         |
|-----------------------|---------|
| *TOTAL PARTS:         | 5506.72 |
| *TOTAL LABOR:         | 1066.00 |
| *TOTAL OTHER:         | 340.30  |
| *TOTAL SHOP SUPPLIES: | 74.62   |

MISC

SUB TOTAL

TAX STATUS/STATE

SALES TAX

PLEASE PAY

\* \*CONTINUED\*

CUSTOMER SIGNATURE

THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.



### PHOENIX

2630 W. BUCKEYE RD.  
PHOENIX, AZ 85009  
(800) 352-5355  
FAX: (602) 278-3916  
PHONE: (602) 269-9721

### TUCSON

1402 E. BENSON HWY.  
TUCSON, AZ 85714  
(800) 717-1601  
FAX: (520) 294-3223  
PHONE: (520) 889-9551

### HOLBROOK

840 S. HIGHWAY 77  
HOLBROOK, AZ 86025  
(800) 816-3619  
FAX: (928) 524-2594  
PHONE: (928) 524-3582

EIN 86-0960895

|                                  |                    |
|----------------------------------|--------------------|
| INVOICE DATE<br><b>09-Aug-13</b> |                    |
| INVOICE NO.<br><b>*QUOTE*</b>    | PAGE<br><b>2</b>   |
| CUSTOMER NO.<br><b>62541</b>     | BRANCH<br><b>1</b> |

REMIT  
TO:

Auto Safety House  
2630 W Buckeye Rd  
Phoenix, AZ 85009

SOLD TO:

PRESCOTT, CITY OF  
432 N. VIRGINIA ST  
PRESCOTT AZ 86301

SHIP TO:

PRESCOTT, CITY OF  
432 N. VIRGINIA ST  
PRESCOTT AZ 86301

TERMS: NET - NO DISCOUNT, PAYABLE 10th of MONTH FOLLOWING PURCHASE

Min 15% Restocking Fee on ALL Returns, No Returns on Special Orders, No returns after 30 days, No Returns without Invoice

CUSTOMER P.O.

R/S ORDER NO.

212454

(928) 777-1655

24 251/924

PRICE / PER

EXTENSION

\*\*\*\*\*

PLEASE NOTE: AUTO SAFETY HOUSE WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT  
OR MATERIAL LEFT OVER 15 DAYS, THANK YOU!

\*\*\*\*\*

| MISC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SUB TOTAL | TAX STATUS/STATE | SALES TAX | PLEASE PAY |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|-----------|------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 6987.64   | TAXABLE AZ       | 491.50    | 7479.14    |
| <p>THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</p> |           |                  |           |            |
| CUSTOMER SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |                  |           |            |

City of Prescott

**SERVICE BODY SPECIFICATION**

Please Quote

1) 108" Service body to be fully mounted on 2012/2013 Ford F-350 or 2012/2013 GM3500 Series Standard Cab Dually, 60"CA, DRW Chassis – STATE MAKE AND MODEL OF SERVICE BODY BEING BID HERE

Knapheide 6108D54J series body

- 2) Gas filler spout connected with recessed cup
- 3) Clearance lights and reflectors meeting Fed. Code 108
- 4) Double panel, weather sealed doors with spring type door stay to hold each compartment door in the open position
- 5) "T" handles on all compartment doors
- 6) Single lever gang type lock to secure all doors on each side of service body
- 7) 20" deep compartments
- 8) ~~36"~~ 40" high body
- 9) 2 Vertical compartments on passenger side, 1 Vertical compartment on drivers side, long horizontal compartment on drivers side, 1/2 length horizontal compartment on passenger side, small lower compartment to rear on drivers side.
- 10) Min. 12 Ga. Diamond plate steel floor
- 11) Diamond plate on tailgate facing inside toward service body floor area
- 12) Full width step bumper with built-in hitch well and ~~flush mounted lights~~
- 13) Painted with acrylic urethane paint White to match cab
- 14) Installed complete
- 15) Mud flaps
- 16) 10,000# rated Receiver type hitch
- 17) Trailer socket to be 7 pole round pin, large diameter style w/cover

lights installed in body  
end panels with protective  
guards inside compartment

18) SERVICE BODY AND INSTALLATION WARRANTY - MINIMUM OF 3 YR. FOR ALL MATERIALS AND WORKMANSHIP TO BE INCLUDED AS PART OF THIS BID PRICING

STATE WARRANTY TERM HERE

6-yr Body warranty (sheet attached)

19) Include service body, installation and all taxes etc. \$ 7479.<sup>14</sup>

\*see Attached spec + quote

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-19-13**  
                                                         **VOTING SESSION**   **11-26-13**

**DEPARTMENT:**   Public Works

**RECOMMENDED AGENDA CATEGORY:**   Regular: X   Consent: \_\_\_\_

**AGENDA ITEM:** Award of bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00

**Approved By:**

**Date:**

|                      |                  |  |
|----------------------|------------------|--|
| <b>Director:</b>     | Nietupski, Mark  |  |
| <b>City Manager:</b> | McConnell, Craig |  |

### **Item Summary**

This item is to award a bid and contract for underground utilities locating services at various sites throughout the City. The services will be provided by the contractor on an as-requested basis to facilitate engineering design for City projects and maintenance/repair work associated with City utilities operations.

### **Background**

The City of Prescott frequently requires services to locate existing underground utilities (water, sewer, drainage, electric, gas, and communications) to determine the precise vertical and horizontal positions of these facilities within easements and roadways for engineering design and maintenance/repair work. This is accomplished via non-destructive excavation utilizing high pressure water jetting and vacuum extraction to “pothole” existing utilities.

The contract documents require the contractor to respond to City requests for utility locating and be responsible for establishing traffic control, locating the underground utility, and preparing a formal report. The report will include utility details such as exact location, type, material, and size. This information is critical to various City departments for future improvements and ongoing operations.

Upcoming projects that may require potholing services include:

Emergency and routine repairs for City utilities  
Annual pavement rehabilitation program  
Walker Road Replacement  
Overland Trail Bridge Replacement  
Rosser Street Reconstruction  
Crystal Lane Realignment  
Robinson Drive Reconstruction  
18" Main- Smoketree  
Prescott Resort Pump Station  
SR69 Corridor Water Main Replacement  
Mountain Club Cross Connector  
Heckthorn Water Main  
36" and 18" Emergency Check Valve Installation  
Pleasant Street Water Main  
SR69-Prescott Lakes Parkway WW Improvements  
Brush-Lincoln Sewer Trunk Main

## **Bid Results**

A mandatory pre-bid meeting was held on October 2, 2013. The following five (5) bids were received on October 17, 2013.

| <b>Bidder</b>                  | <b>Location</b> | <b>Base Bid</b> |
|--------------------------------|-----------------|-----------------|
| Earth Resources Corp.          | Dewey, AZ       | \$102,700.00    |
| Badger Daylighting Corp.       | Glendale, AZ    | \$118,760.00    |
| Fann Environmental, LLC        | Prescott, AZ    | \$146,530.00    |
| TBE Group, Inc. dba CARDNO TBE | Scottsdale, AZ  | \$152,530.00    |
| Aztec Engineering Group, Inc.  | Phoenix, AZ     | \$156,625.00**  |
| Engineer's Estimate            | N/A             | \$121,760.00    |

\*\*Indicates that the bid value was adjusted due to a mathematical error in the bid schedule.

Written confirmation of their bid has been received from Earth Resources Corporation. Verification of the company's license, bonding, references, and past performance of similar projects has been completed.

Agenda Item: Award of bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00

### **Schedule**

The contract requires work to be done on an as-needed and as-requested basis. The City makes no guarantees as to the amount of work that may be available or requested. The term of the contract is for one (1) year, with the provision for two additional extensions each of six (6) months upon the agreement of both parties.

### **Financial Impact**

FY 14-15 budgeted funds are available for utility locating services from the One Cent Sales Tax for Streets and Open Space, Water Fund, and Sewer Fund.

**Recommended Action: MOVE** to award the bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00.

**MEETING DATE/TYPES:**   **STUDY SESSION**   11-19-13  
                                          **VOTING SESSION**   11-26-13

**DEPARTMENT:**   Community Development

**RECOMMENDED AGENDA CATEGORY:**   Regular: Yes   Consent: No

**AGENDA ITEM:** Adoption of Ordinance No. 4873-1411 amending the Land Development Code, re detached Guest Quarters on residential properties

**Approved By:**

**Date:**

|                      |                  |  |
|----------------------|------------------|--|
| <b>Director:</b>     | Guice, Tom       |  |
| <b>City Manager:</b> | McConnell, Craig |  |

### Item Summary

The Land Development Code (LDC) currently requires detached Guest Quarters on residential properties to obtain a Conditional Use Permit (CUP) through the Board of Adjustment. Attached Guest Quarters have no such requirement. The Unified Development Code Committee and the P&Z Commission recommend amending the LDC to remove the CUP requirement.

### Background

The Land Development Code (LDC) currently requires detached Guest Quarters on residential properties to obtain a Conditional Use Permit (CUP) through the Board of Adjustment. Attached Guest Quarters have no such requirement. The requirement for a CUP creates unnecessary complexity and is burdensome for architects, builders and property owners.

The LDC has been thoroughly reviewed for a rationale supporting treating detached Guest Quarters differently than attached Guest Quarters. Possible reasons such as different parking, infrastructure or traffic impacts were considered but found insufficient. The different treatment may have been based upon a perception that detached Guest Quarters are more easily converted to rental units than are attached Guest Quarters.

The matter was presented to, and discussed by, both the Unified Development Code Committee (UDC) and, subsequently, the Planning and Zoning (P&Z) Commission. Staff recommended: (1) removal of the CUP requirement for detached Guest Quarters, absent persuasive grounds for the different treatment; and (2) that Table 2.3 be amended to

Agenda Item: Adoption of Ordinance No. 4873-1411 amending the Land Development Code, re detached Guest Quarters on residential properties

become applicable to all guest quarters.

The UDC discussed the proposal and concurred with the change. The UDC forwarded the matter to the P&Z Commission for their review. The P&Z Commission also concurred and unanimously voted to recommend this amendment to the Council for action.

### **Financial Impact**

Conditional Use Permits have an application fee of \$863 for cost recovery purposes. With an average of 3 applications per year, approximately \$2589 would not be collected by the City. The fees are cost recovery for staff time expended on the application review and for advertising. If Conditional Use Permits are not required, staff time would not be expended.

### **Attachments**

1. Ordinance No. 4873-1411

**Recommended Action: MOVE** to adopt Ordinance No. 4873-1411.

## **ORDINANCE NO. 4873-1411**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE X, CHAPTER 10-1: LAND DEVELOPMENT CODE, ARTICLE 2, SECTION 2.3, TABLE 2.3 OF THE PRESCOTT CITY CODE, BY DELETING “GUEST QUARTERS, DETACHED” FROM SAID TABLE, DELETING THE WORD “ATTACHED” FROM GUEST QUARTERS, ATTACHED.**

### **RECITALS:**

WHEREAS, Title X of the Prescott City Code is generally referred to as the Land Development Code; and

WHEREAS, the Land Development Code defines and regulates land uses within the City of Prescott; and

WHEREAS, the Land Development Code, Table 2.3, requires “Guest Quarters, Detached” to obtain a Conditional Use Permit; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott recommends amending the Land Development Code to remove the requirement of a Conditional Use Permit for “Guest Quarters, Detached”; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, convenience or general welfare to amend the Land Development Code to remove the requirement of a Conditional Use Permit for “Guest Quarters, Detached”; and

WHEREAS, the requirements of 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, Table 2.3 of the Land Development Code is amended by deleting the line “Guest Quarters, Detached” and deleting the word “Attached” from Guest Quarters, Attached.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such text amendment.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL, City Clerk

\_\_\_\_\_  
JON M. PALADINI, City Attorney



## COUNCIL AGENDA MEMO

**MEETING DATE/TYPES:**   **STUDY SESSION**   **11-05-13**  
                                      **VOTING SESSION**   **11-12-13**

**DEPARTMENT:**   City Manager

**RECOMMENDED AGENDA CATEGORY:**   Regular: Yes   Consent: No

**AGENDA ITEM:** Adoption of Resolution No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Contract No. 2014-078)

**Approved By:**

**Date:**

|                      |                  |  |
|----------------------|------------------|--|
| <b>City Clerk:</b>   | Mulhall, Lynn    |  |
| <b>City Manager:</b> | McConnell, Craig |  |

### Item Summary

To more fully align its code with the Arizona Model City Tax Code, the Town of Chino Valley has proposed replacing the present municipal transaction privilege tax levied on the operation of pipelines for transporting water in and through the Town with a mutually agreeable annual transportation fee. Adoption of the attached resolution will approve an intergovernmental agreement (IGA) between Chino Valley and Prescott to effect this change.

This item follows approval by Council on August 13, 2013, of a Settlement and Mutual Release resolving various disputes including interruption of payments of said transaction privilege tax during the period from January 2007 through January 2009.

### Intergovernmental Agreement

Key provisions of the IGA are as follows:

- The current water transportation tax (pipeline tax) will be replaced with a simplified fee per acre-foot produced within and/or pumped through and outside of the Town limits
- Water produced and purveyed to City customers within the Town will not be subject to the fee

Agenda Item: Adoption of Resolution No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Contract No. 2014-078)

- The effective date of the IGA will be the date of pipeline tax repeal, which shall not be later than July 1, 2014
- The term of the IGA is fixed, five (5) years from the effective date
- The new water transportation fee is \$9.38 per acre-foot, fixed for the five-year IGA term
- The quantity of water transported and subject to the fee will be based upon (1) annual production from the City's Chino Valley Water Production Facility as reported to the Arizona Department of Water Resources, less the quantity delivered to City water customers within the Town

### **Financial Impact**

The IGA is cost favorable to the City as an alternative to the pipeline tax. Although calculation of the tax is complex and varies annually, based upon recent years of water production and transportation (for example 6,200 acre-feet net transported in Calendar Year 2012) it is estimated that at \$9.38 per acre-foot the new annual fee will be about \$60,000.00, representing a decrease of at least 40%.

### **Attachments**

1. Resolution No. 4203-1413
2. Intergovernmental Agreement (City Contract No. 2014-078)

**Recommended Action: MOVE** to adopt Resolution No. 4203-1413

Agenda Item: Adoption of Resoltuion No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Countract No. 2014-078)

|  |
|--|
|  |
|--|

**RESOLUTION NO. 4203-1413\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CHINO VALLY RELATING TO PAYMENTS FOR THE TRANSPORTATION OF WATER (CITY CONTRACT NO. 2014-078); AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the City of Prescott (the "City") transports water it withdraws within and without the jurisdictional limits of the Town of Chino Valley (the "Town") through pipelines located within said limits; and

WHEREAS, the Tax Code of the Town establishes a municipal transaction privilege tax (the "tax") on operating pipelines for transporting water; and

WHEREAS, the City and Town (the "Parties") mutually desire to establish an alternative to the tax; and

WHEREAS, the City and Town now wish to enter into an Intergovernmental Agreement (the "Agreement") relating to the establishment and payment of an annual fee for the transportation of water to replace the tax.

**ENACTMENTS:**

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

Section 1. THAT the City hereby approves the Agreement, City Contract No. 2014-078, attached hereto as Exhibit "1".

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of November, 2013.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL, City Clerk

\_\_\_\_\_  
JON M. PALADINI, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA,  
AND  
THE CITY OF PRESCOTT, ARIZONA,  
RELATING TO  
PAYMENTS FOR THE TRANSPORTATION OF WATER**

**City of Prescott Contract No. 2014-078**

**PREAMBLE**

This Intergovernmental Agreement (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Town of Chino Valley, Arizona, a municipal corporation and political subdivision of the State of Arizona (“Chino Valley”) and the City of Prescott, a municipal corporation and political subdivision of the State of Arizona (“Prescott”). Chino Valley and Prescott will sometimes also be referred to in this Agreement individually as “Party” and collectively as “Parties”.

**RECITALS**

WHEREAS, Chino Valley is organized as a Town pursuant to Title 9, Arizona Revised Statutes, with the general powers vested by Arizona law, including without limitation, the power to tax, the power to regulate business within the Town, the power to regulate the use of its public roads and other public rights of way and easements and the power to preserve the public safety;

WHEREAS, Prescott is organized as a City pursuant to its Charter, with the powers vested by its Charter and other non-conflicting provisions of Arizona law, including without limitation, the power to withdraw and transport water for utility purposes both within and without the jurisdictional limits of Prescott;

WHEREAS, Prescott transports water it withdraws within and without the jurisdictional limits of Chino Valley through a pipeline or pipelines located within the jurisdictional limits of Chino Valley for the benefit of Prescott and customers served water by Prescott;

WHEREAS, the Tax Code of Chino Valley Tax Code Section 32.25-477 establishes a municipal transaction privilege tax on operating pipeline(s) for transporting water in and through Chino Valley (the “Transportation Tax”);

WHEREAS, disputes arose between the Parties as to the past amounts due and payable by Prescott to Chino Valley under the Transportation Tax which the Parties have resolved pursuant to the Settlement Agreement and Mutual Release entered into on August 13, 2013; and

WHEREAS, both parties desire further discussion and coordination related to the effective and efficient distribution and delivery, as well as transportation of water within and through Chino Valley’s municipal jurisdiction; and

WHEREAS, Chino Valley desires to improve water quality, distribution, rates, fire flows and the health, safety and welfare of its citizens; and

WHEREAS, the Parties are authorized by A.R.S. §11-952, as amended, to enter into an intergovernmental agreement for the provision of services or for joint or cooperative action.

NOW, THEREFORE, in consideration of the promises and consideration described herein, the parties agree as follows:

### AGREEMENT

1. Preamble and Recitals. The foregoing Preamble and Recitals are incorporated in the Agreement as if set forth in full.

2. Purpose. The purpose of this Agreement is to provide an alternative to the Transportation Tax mutually acceptable to the Parties through repeal of said tax and replacement by a fee.

3. Effective Date of the Agreement. This Agreement shall be effective as of the date (the "Effective Date of the Agreement") set forth above in the preamble upon all the following occurring:

a. Approval of this Agreement by both governing bodies as reflected by the copy of such actions to be attached hereto as Exhibit A;

b. Approval as to form by the attorney for each Party;

c. Execution by an authorized officer of each Party.

4. Term. This Agreement shall begin on the date defined by Paragraph 3 above, and shall remain in effect until November 1, 2019, unless sooner terminated, replaced or superseded by mutual written agreement of the Parties as provided by Paragraph 8 below.

5. Conversion from Transportation Tax to Water Transportation Fee.

a. Chino Valley agrees that it will seek to repeal the Transportation Tax immediately subsequent to the Effective Date of the Agreement. Prescott agrees that if and when Chino Valley repeals the Transportation Tax, commencing July 1, 2014 (the "Effective Date of the Water Transportation Fee"), and continuing thereafter throughout the term of this Agreement, Prescott shall pay to Chino Valley \$9.38 per acre-foot (the "Water Transportation Fee") on the dates set forth in Paragraph 6 hereunder, for all water transported through Prescott's pipelines located within the jurisdictional boundaries of Chino Valley, for delivery outside the jurisdictional boundaries of Chino Valley. Said \$9.38 per acre-foot unit fee shall not change across the term of this Agreement.

b. The current Transportation Tax, and associated procedures and requirements for billings by Chino Valley and payments by Prescott, shall remain in force through and including June 30, 2014.

c. In the event that the Transportation Tax has not been repealed by July 1, 2014, this Agreement shall become null and void.

6. Calculation of Transported Water; Payments. Prescott will report official ADWR volume reports on all Prescott facilities within Chino Valley's jurisdictional boundary to Chino Valley, as evidence of the water volumes so pumped as mutually agreed in writing. Annual ADWR volumes for the preceding calendar year shall be reported to Chino Valley no later than March 1<sup>st</sup> of each year. Water volumes delivered to Prescott's water customers within the jurisdictional boundary of Chino Valley shall also be reported to the Town of Chino Valley no later than March 1<sup>st</sup> of each year, and shall not be subject to the Water Transportation Fee. Payments of the Water Transportation Fee shall be made by Prescott to Chino Valley within sixty (60) days of the billing dates established below. The joint or cooperative undertakings hereunder shall be financed through the normal budget processes of the Parties.

a. First Payment. On or about April 1, 2015, Chino Valley shall bill Prescott for the amount of water transported during the period from July 1, 2014, the Effective Date of the Water Transportation Fee, to and including December 31, 2014. For the purposes of this first payment only, the fee shall be calculated as one-half of the quantity for Calendar Year 2014 reported by Prescott to ADWR, from which the water volumes delivered to Prescott's water customers within the jurisdictional boundary of Chino Valley have been subtracted, multiplied by the \$9.38 per acre-foot unit fee.

b. Annual Payments. On or about April 1 of each year from 2016 through 2019, inclusive, Chino Valley shall bill Prescott for the amount of water transported during the prior calendar year and Prescott shall pay Chino Valley the billed amount. The fee shall be calculated as the quantity for the prior Calendar Year reported by Prescott to ADWR, from which the water volumes delivered to Prescott's water customers within the jurisdictional boundary of Chino Valley have been subtracted, multiplied by the \$9.38 per acre-foot unit fee.

c. Final Payment. On or about September 1, 2019, Chino Valley shall bill Prescott for the amount of water transported during the period from January 1, 2019, through June 30, 2019. For the purposes of this final payment only, the fee shall be calculated as one-half of the quantity for Calendar Year 2018 reported by Prescott to ADWR, from which the water volumes delivered to Prescott's water customers within the jurisdictional boundary of Chino Valley have been subtracted, multiplied by the \$9.38 per acre-foot unit fee.

7. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Prescott acknowledges that it has budgeted, and in good faith intends to continue to budget such funds annually as may be needed to fulfill its obligations under this Agreement and shall keep Chino Valley fully informed as to the availability of funds for the Agreement.

8. Termination. This Agreement may be terminated prior to the end of its term upon mutual written agreement of the Parties.

9. Indemnification. To the extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers related to performance of obligations under this Agreement. In no event, shall such indemnification extend beyond the actual out of pocket loss of the Indemnatee, and subject to any limitations on recovery voluntarily agreed to by the Indemnatee.

10. Insurance Requirements. This Agreement shall not require either Party to carry any additional insurance of any kind.

11. Notices. All notices given or to be given, by either party to the other, shall be given in writing, by certified mail, and shall be addressed to the parties at the addresses hereinafter set forth, or at such other address as the parties may by written notice hereafter designate. All notices shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail, whichever date is earlier. Notices shall be addressed as follows:

For Chino Valley to:      Town Manager  
                                    Town of Chino Valley  
                                    202 North State Route 89  
                                    Chino Valley, Arizona 86323

For Prescott to:          City Manager  
                                    City of Prescott  
                                    201 S. Cortez St.  
                                    Prescott, Arizona 86303

12. Waiver. No action or failure to act by Chino Valley or Prescott shall constitute a waiver of any right or duty afforded either party under this Agreement, nor shall any action or failure to act constitute an approval of acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

13. Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

14. Headings. Headings used in this Agreement are intended for convenience or reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

15. Events of Default. A Party shall be in default of this Agreement upon the occurrence of any of the following:

a. The failure to make, when due, any payment required pursuant to this Agreement;  
or

b. The failure to perform any material covenant or obligation set forth in this Agreement.

16. Modification. This Agreement may be modified only by mutual written agreement of the parties.

17. Governing Law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

18. Venue. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof will be instituted only in the courts of Yavapai County, State of Arizona.

19. Settlement of Disputes; Remedies; Attorneys Fees. Prior to instituting any action to enforce the terms of this agreement, there shall first be a written request for a meeting to attempt to settle any dispute concerning this Agreement or the duties and obligations created by it. The request shall set forth the nature of the dispute, the action that needs to be taken to address the dispute and that the request is being made pursuant to this Agreement. Unless otherwise agreed in writing, the failure of the Parties designated representatives to meet and resolve the matter so identified within thirty (30) days of providing the written request for a meeting, either Party may pursue any and all remedies available at law or equity associated with the dispute identified in the meeting request. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude (1) the Parties from mutually agreeing in writing to pursue binding or non-binding mediation or arbitration to resolve any dispute arising under this Agreement or (2) taking such actions as reasonably deemed necessary to preserve the public health or safety or to prevent irreparable harm.

20. Nondiscrimination. To the extent applicable to the Parties and this Agreement, if at all, Chino Valley and Prescott agree to comply with all provisions of applicable federal, state and local laws related to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Executive Order No. 75-5, dated April 28, 1975, as amended by Arizona Governor's Executive order 99-4, dated January 29, 1999, as may be amended from time to time.

21. E-Verify, Records and Audits. To the extent applicable under Arizona Revised Statutes Section 41-4401, the Parties and their respective subcontractors used in the furtherance of this Agreement warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised

Statutes Section 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant they will keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

22. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

23. Relationship of the Parties. Each Party is acting in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party performing any obligation or duty under this Agreement shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

24. Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

25. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR THE CITY OF PRESCOTT:

FOR THE TOWN OF CHINO VALLEY:

\_\_\_\_\_  
Hon. Marlin D. Kuykendall  
Mayor

\_\_\_\_\_  
Hon. Chris Marley  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Lynn Mulhall  
City Clerk

\_\_\_\_\_  
Jami Lewis  
Town Clerk

#### ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his client; and, (2) as to his respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Jon M. Paladini  
City Attorney for City of Prescott

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorney for Town of Chino Valley

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## COUNCIL AGENDA MEMO

**MEETING DATE/TYPES:**   **STUDY SESSION**   11-19-13  
                                          **VOTING SESSION**   11-26-13

**DEPARTMENT:**   Legal

**RECOMMENDED AGENDA CATEGORY:**   Regular: \_\_\_\_   Consent: X

**AGENDA ITEM:** Approval of a five (5) year Xerox Lease Agreement under State Contract No. 072654700 in the total amount of \$15,713.60 (City Contract No. 2014-083)

**Approved By:**

**Date:**

|                                       |  |
|---------------------------------------|--|
| <b>City Attorney:</b> Paladini, Jon   |  |
| <b>City Manager:</b> McConnell, Craig |  |

### Item Summary

The Legal Department currently leases a copy machine from Xerox which will expires after January 2014. The City was offered a new lease with Xerox for a new copy machine under State contract No. 072654700. The new lease was offered for a monthly discounted rate of \$241.71, plus 8.35% sales tax, payable monthly for the five year term of the Agreement. The new lease saves the City \$25.79 monthly as well as an increase of monthly covered copies from 10,000 to 15,000 copies per month. This Agreement is a good option for the Legal Department due to the high volume of copies.

Based on the foregoing, the Legal Department recommends entering into a new five year Lease Agreement with Xerox beginning December 1, 2013.

### Attachments

1.    Xerox Contract No. 2014-083

**Recommended Action:** **MOVE** to approve a five (5) year Xerox Lease Agreement in the total amount of \$15,713.60 (City Contract No. 2014-083).

## Lease Agreement



Customer: PRESCOTT, CITY OF

Bill To: CITY OF PRESCOTT  
P O BOX 2059  
PRESCOTT, AZ 86302-2059

Install: CITY OF PRESCOTT  
1ST FLOOR  
221 S CORTEZ ST.  
PRESCOTT, AZ 86303-3938

Tax ID#:

Negotiated Contract : 072654700

### Solution

| Item                            | Product Description                                                                                                                                                                                                                                                  | Agreement Information |           | Trade Information            | Requested Install Date |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|------------------------------|------------------------|
| 1. 5865APT (5865A PT/COP/4TRAY) | <ul style="list-style-type: none"><li>- Legal 2 Hole Punch</li><li>- 3-hole - Ofcfin Only</li><li>- Conv Stapler W/shelf</li><li>- 1 Line Fax</li><li>- Office Finisher-rohs</li><li>- Wireless Print Kit</li><li>- Customer Ed</li><li>- Analyst Services</li></ul> | Lease Term:           | 60 months | - Xerox WC5632 S/N WRT036566 | 11/29/2013             |
|                                 |                                                                                                                                                                                                                                                                      | Purchase Option:      | FMV       | Trade-In as of Payment 54    |                        |

### Monthly Pricing

| Item       | Lease<br>Minimum Payment | Print Charges                                 |                       |                      | Maintenance Plan Features                                                 |
|------------|--------------------------|-----------------------------------------------|-----------------------|----------------------|---------------------------------------------------------------------------|
|            |                          | Meter                                         | Volume Band           | Per Print Rate       |                                                                           |
| 1. 5865APT | \$241.71                 | 1: BLACK                                      | 1 - 15,000<br>15,001+ | Included<br>\$0.0046 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| Total      | \$241.71                 | Minimum Payments (Excluding Applicable Taxes) |                       |                      |                                                                           |

### Authorized Signature

|                                                                                                                  |                      |                                                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. |                      | Thank You for your business!<br>This Agreement is proudly presented by Xerox and<br><b>Jamie Woodward</b><br>(928)699-2961<br>For information on your Xerox Account, go to<br><a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a> |  |
| Signer: _____                                                                                                    | Phone: (928)699-2961 |                                                                                                                                                                               |  |
| Signature: _____                                                                                                 | Date: _____          |                                                                                                                                                                                                                                                                    |  |

## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**PRICING PLAN/OFFERING SELECTED:**

**2. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**3. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment

configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

## Financial Information

**4. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

MEETING DATE/TYPES: STUDY SESSION 11-19-13  
VOTING SESSION 11-26-13

DEPARTMENT: City Attorney

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: \_\_\_\_

**AGENDA ITEM:** Approval of Professional Services Agreement with Dickinson Wright Mariscal Weeks for legal representation re Pure Wafer, Inc. v. City of Prescott, et al. CV-13-08236-PCT-JAT (City Contract No. 2014-093)

Approved By:

Date:

|                                |  |
|--------------------------------|--|
| City Attorney: Paladini, Jon   |  |
| City Manager: McConnell, Craig |  |

### Item Summary

The City Attorney has previously provided City Council with a copy of the Confidential and Privileged Engagement and Representation letter from Dickinson Wright Mariscal Weeks (hereinafter "Dickinson Wright") under a separate Attorney-Client privileged communication. Approval by Council of this Professional Services Agreement with Dickinson Wright (City Contract No. 2014-093) will allow them to represent the City in connection with litigation re Pure Wafer, Inc. v. City of Prescott, et al. in the US District Court Case Number CV-13-08236-PCT-JAT.

Dickinson Wright's hourly fees for legal representation is set forth in the confidential Engagement and Representation letter previously provided to City Council.

### Financial Impact

Fiscal/budget impact will be to the Wastewater Enterprise Fund.

**Recommended Action:** **MOVE** to approve the Confidential and Privileged Professional Engagement and Representation Agreement with Dickinson Wright, City Contract No. 2014-093.

**MEETING DATE/TYPES: STUDY SESSION**

**11-19-13**

**DEPARTMENT: Community Development**

**RECOMMENDED AGENDA CATEGORY: Study Session – Presentation**

**AGENDA ITEM: 60-day review/progress report regarding Group Residences**

**Approved By:**

**Date:**

|                      |                     |  |
|----------------------|---------------------|--|
| <b>City Manager:</b> | McConnell,<br>Craig |  |
|----------------------|---------------------|--|

**Item Summary**

The Community Development Department, with participation by the Legal and Police Departments, will present a progress report following Council adoption of amendments to the Land Development Code at the special meeting of September 19, 2013. The amendments revised the definition of "community residences" and created appropriate standards for development of them.

**Recommended Action:** Staff presentation followed by Council discussion/direction; any formal action deemed necessary will appear on a subsequent study session and/or voting meeting agenda.