



**REGULAR TOWN COUNCIL MEETING
AGENDA
March 13, 2025**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF THE AGENDA**
- 4. SCHEDULED ANNOUNCEMENTS & PRESENTATIONS**
 - 4a. U.S. VETS Prescott, Supportive Services [Bryan Campbell, Executive Director]**
- 5. CALL TO THE PUBLIC** At this time members of the public may comment on matters listed on the agenda or solely on matters within the jurisdiction of the Town. Any persons wishing to address the Council must register their name with the Town Clerk prior to the commencement of the meeting. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda. Such remarks shall be limited to three (3) minutes unless additional time is granted by the Mayor.
- 6. COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS**
- 7. MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**
- 8. CONSENT AGENDA** All matters listed under Consent Agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately (**FOR DISCUSSION AND POSSIBLE ACTION**)
 - 8a. Regular Town Council Meeting Minutes of February 13, 2025 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]**
 - 8b. Board and Commission Selection Committee Regular & Executive Session Minutes of February 20, 2025 - Consideration & Possible Action (Approve) [Town Council]**
 - 8c. 2025 Citizen Recreation Facility Advisory Committee Selection - Consideration & Possible Action (Appoint) [Gilbert Davidson, Town Manager]**
 - 8d. Department Public Safety Grant Award and Agreement, Local Border Support - Consideration & Possible Action to (Approve) [Robert L. Ticer, Chief of Police]**
 - 8e. PVPL Board of Trustees Revised By-Laws - Consideration & Possible Action (Approve) [Casey Van Haren, Library Director]**



TOWN OF PRESCOTT VALLEY STAFF REPORT

DATE: March 13, 2025

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Robert L. Ticer, Chief of Police

DEPARTMENT: Police Department

AGENDA TYPE: Consent Agenda

SUBJECT: AZ Department Public Safety Grant Award and Agreement, Local Border Support - Consideration & Possible Action to (Approve) [Robert L. Ticer, Chief of Police]

VISION 2024 FOCUS AREA: Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:

The Prescott Valley Police Department (PVPD) has been awarded a grant from the Arizona Department of Public Safety (DPS) for helping provide local border support, in the amount of \$417,489. DPS will provide funding once a signed agreement is in place.

Award:

Bearcat – \$336,153: The Bearcat is a highly specialized, tactical armored vehicle designed for law enforcement, military, and emergency response units. It is primarily used for protection during high-risk situations such as hostage rescues, counter-terrorism operations, SWAT team deployments, and civil disturbances. The vehicle is known for its durability, versatility, and ability to provide safe transport for personnel in hostile environments.

License Plate Readers ("LPRs") – \$46,872: The existing PVPD program includes five LPRs that are currently installed on state highways, and the Mountain Valley Park project that includes six LPRs, six live view stationary cameras, and two pan-tilt zoom

cameras that enable tracking of activity in the Park. These grant funds will further expand the program to allow tracking of potential criminal activity through the addition of LPR and live view cameras in other areas of Town.

RealTime Software – \$21,964: This software would enable personnel to immediately view live view cameras within the Town's closed-circuit television and Mountain Valley Park, and review video footage up to 30 days after. Additionally, Public Works, Parks and Recreation, and PVPD will be able to use these cameras to prevent and solve crime and adjust resource deployment for public safety and customer service.

Fume Hoods – \$12,500: These hoods are similar to those found in high dollar kitchens, with the addition of barriers and handling mechanisms that prevent personnel from being exposed to chemicals, drugs, and other harmful substances. The hoods vent powdered and other materials from being ingested or otherwise being absorbed by personnel. For example, when processing packaged drugs, PVPD personnel are required to take samples for testing by the DPS Crime Lab. Sometimes these samples are under pressure and when personnel take the samples, the substance will aerosolize (thus causing exposure). PD has experienced at least two such exposures (one requiring hospitalization due to exposure from fentanyl powder).

Agreement:

The attached Agreement has been prepared between the Town and the State of Arizona (through ADPS) to implement this grant award.

RECOMMENDED MOTION:

Motion to approve an Agreement with the State of Arizona through ADPS to provide Local Border Support, involving a grant in the amount of \$417,489. **VOTE.**

STAFF RECOMMENDATION:

Staff recommends approval of the Agreement with ADPS for Local Border Support involving a grant in the amount of \$417,489.

FISCAL ANALYSIS:

Total Cost this Request: \$417,489 (grant award)

Funding Source:

Bearcat – \$336,153 – grant covered

LPRs – \$46,872 – grant covered

RealTime Software – \$21,964 – grant covered

Fume Hoods – \$12,500 – grant covered

Budget Impact:

DPS will remit funds of \$417,489 once a signed agreement is in place. With regard to ongoing costs for LPRs and the RealTime software, the PD will work to continue funding through grant, opioid, or other funding. Absent that funding, PD will look to the General Fund for necessary operating costs. If that funding is not available, PVPD would discontinue use of the LPRs and software.

The Bearcat initial amount will be covered by the grant. Any additional amounts will be covered by the operational budget for training/travel and fuel. There will be a 17–18-month build-out timeframe and the purchase order will fall into FY 25/26 timeframe to complete. Command staff have been in contact with the grant manager at ADPS to discuss the timeframe (and meeting grant timelines). A grant modification could be initiated if needed to keep in compliance with the grant.

Ongoing costs for Fume Hoods will be minimal and involve the replacement of filters that will require a minimal increase in funding that will be sought as mentioned in the previous items.

Purchasing Method and Results:

Bearcat – GSA Contract # GS-07F-169DA. Account: 260-6098-700-7400

LPRs – City of Tempe Contract #T21-119-1. Account 260-6098-700-7400

Realtime software – 3-vendor quotes or vendor specific qualified. 260-6098-621-4301

Fume Hoods – 3-vendor quotes. Account 260-6098-700-7400

Council Action at the Meeting:

Approved

ATTACHMENTS: Yes

AGREEMENT REGARDING LOCAL BORDER SUPPORT

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Prescott Valley Police Department ("PVPD").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the Town of Prescott Valley, through the cooperative efforts of DPS and the PVPD – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

I. PARTICIPATION

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, capital equipment, software, and other equipment.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for equipment as requested in the Local Border Support application at a total of \$417,489. The award shall include funding in the amount of \$46,872 for license plate readers (LPR) for 12-months, real time software funding in the amount of \$21,964 and funding for fume hoods in the amount of \$12,500.

Funding for a large armored vehicle is awarded in the amount of \$336,153.

III. IMMIGRATION

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

V. INDEMNIFICATION

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

VI. RECORDKEEPING

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

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

VIII. JURISDICTION

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2024 and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 30, 2026. Any funds unexpended will be deobligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

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

Philip L. Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Chief Bob Ticer
Prescott Valley Police Department
7601 E. Skoog Boulevard
Prescott Valley, AZ 86314

XV. VALIDITY

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Jeffrey D. Glover, Director
Arizona Department of Public Safety

DATE: _____

TOWN OF PRESCOTT VALLEY

BY: _____
Mayor

DATE: _____

ATTEST:

Town Clerk

DATE: _____

APPROVED:

BY: _____
Bob Ticer, Chief of Police

DATE: _____