

**TOWN OF PRESCOTT VALLEY  
REQUEST FOR COUNCIL ACTION  
Date: June 28, 2012**

**SUBJECT:** Approval of Agreement for Right of Entry and Construction Easement (Revised) with Town of Chino Valley and other Upper Verde River Watershed Protection Coalition members

**SUBMITTING DEPARTMENT:** Water Resource Management

**PREPARED BY:** John Munderloh, Water Resources Manager

**AGENDA LOCATION:** Comments/Communications , Consent , Work/Study ,  
New Business , Public Hearing , Second Reading

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**ATTACHMENTS:** 1) Agreement for Right of Entry and Construction Easement (Revised)

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**SUMMARY BACKGROUND:** The Upper Verde River Protection Coalition (Coalition) is composed of representatives from Yavapai County, the Yavapai-Prescott Indian Tribe, The City of Prescott, and the Towns of Chino Valley and Prescott Valley. On January 25, 2012, the Coalition Board approved a staff proposal to construct a pilot-scale rainwater harvesting demonstration project on property owned by the Town of Chino Valley known as Old Home Manor. The Town of Chino Valley has agreed to donate the use of their property to the Coalition for a period of up to five years through the attached Right of Entry and Construction Easement agreement. Since the Coalition is not a legal entity, each Coalition member will need to separately approve this agreement.

On May 10, 2012, Council approved a different version of this agreement. Since that time, a correction was made to the agreement and a small change was made by other participating Coalition members that require approval by the Council. These changes are:

**Change #1:** Added the Yavapai Prescott Indian Tribe to Section 6 - an omission that Mayor Skoog pointed out at the May 10 meeting.

**Change #2:** Replaced "its" with "the Coalition member's" in Section 7

New Language:

7. The Coalition members agree to hold Town harmless and indemnify it for, from and against any liability, losses, claims, fees, costs or damages caused by, or arising from the Coalition member's intentional or negligent acts or those of the Coalition member's agents, employees, contractors and representatives regarding or on or about the Property.

Old Language:

7. The Coalition members agree to hold Town harmless and indemnify it for, from and against any liability, losses, claims, fees, costs or damages caused by, or arising from its intentional or negligent acts or those of its agents, employees, contractors and representatives regarding or on or about the Property.

**Change #3:** Added a signature page for the Yavapai Prescott Indian Tribe on page 5.

As the fiscal agent for the Coalition, a separate construction contract will be presented to the Council once this agreement is approved and the construction bid process is completed.

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**PREVIOUS ACTIONS:** The Council approved a previous version of this agreement on May 10, 2012. The Council has approved numerous grant applications on behalf of the Coalition and on February 22, 2007, the Town Council approved membership contributions for the Coalition for \$55,000 per year.

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**OPTION ANALYSIS:** The Council may vote to:

- 1.) approve the Right of Entry and Construction Easement agreement, **OR**
- 2.) not approve the Right of Entry and Construction Easement agreement, **AND/OR**
- 3.) direct staff to pursue other options.

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**ACTION OPTION:** Motion to approve the Agreement for Right of Entry and Construction Easement **VOTE.**

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**RECOMMENDATION:** Town staff recommends approval of the Right of Entry and Construction Easement agreement.

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**FISCAL ANALYSIS:** No fiscal impacts will result from this agreement. Fiscal impacts, if any, are the responsibility of the Coalition and will be covered by the Coalition budget

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**REVIEWED BY:**

Management Services Director \_\_\_\_\_

Town Clerk \_\_\_\_\_

Town Attorney \_\_\_\_\_

Town Manager \_\_\_\_\_

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**COUNCIL ACTION:**

Approved    Denied    Tabled/Deferred    Assigned to \_\_\_\_\_