



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, January 26, 2023, at 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on January 12, 2023.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Mayor Wallace]: Farewell to Robert “Bo” Fridinger – Retiring after 12 years and 3 months of service in the Public Works Department.

E.2 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town’s financial reports for the month of December.

E.3 Discussion and/or Action [Chief Thies]: Approval to acquire a License Plate Reader camera system and enter into a Software License and Service Agreement with Vigilant Solutions, LLC.

E.4 Discussion and/or Action [Suzanne Harvey]: Adoption of Resolution No. 2023-03 approving the 2022 Cochise County Multi-Jurisdictional Hazard Mitigation Plan. The Plan can be viewed here: <https://www.cochise.az.gov/DocumentCenter/View/10093/Cochise-County-Multi-Jurisdictional-Plan---DRAFT--PDF?bidId=>

E.5 Discussion and/or Action [Brandye Thorpe]: Council decision whether to interview the current applicant/s for the vacant council seat or to extend the deadline further.

E.6 Discussion and/or Action [Mayor Wallace]: Creating an annual plan for Councilmember training on various topics, including open meeting law, conflicts of interest, code of ethics and professional workplace interactions.

E.7 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance No. 2023-01 AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.10 “DEFINITIONS,” SECTION 18.10.010 “DEFINITIONS,” AND CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” SECTION 18.100.210 “HOME BASED BUSINESSES,” TO CHANGE THE DEFINITION OF HOME OCCUPATION AND REVISE THE ZONING REGULATIONS PERTAINING TO HOME BASED BUSINESSES.

E.8 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance No. 2023-02 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.105 "OFF-STREET PARKING AND LOADING REGULATIONS," TO REVISE OFF-STREET PARKING AND LOADING REQUIREMENTS AND PARKING LOT DESIGN STANDARDS.

E.9 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance No. 2023-03 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.110 "SIGN REGULATIONS," TO REVISE REGULATIONS AND MAINTENANCE REQUIREMENTS FOR ON AND OFF-PREMISES SIGNS, TEMPORARY SIGNS AND ELECTRONIC MESSAGE DISPLAYS.

E.10 Discussion and/or Action [Mayor Wallace]: First reading of Ordinance No. 2023-04 AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.25 "SITE PLAN REQUIRED," TO REVISE SUBMITTAL AND ADMINISTRATIVE REVIEW REQUIREMENTS FOR PROPERTY DEVELOPMENT SITE PLANS.

E.11 Discussion and/or Action [Mayor Wallace]: Developing a policy for councilmembers and certain staff members to attend and participate in future council meetings via remote means when they are not able to attend in person. This item may include a discussion regarding technology upgrades needed to facilitate remote access.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on January 25, 2023, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Ms. Brandy Thorpe

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
January 12, 2023 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor 6:00pm.

a. Pledge of Allegiance Mayor Wallace

b. Roll Call and Ascertain Quorum

Roll Call.

Present: Johann Wallace, Jeffrey Ferro, Cynthia Butterworth, Christy Hirshberg, Debra Trate, Jean Smelt, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (Not voting), Town Attorney Thomas Benavidez (Not voting).

Absent:

c. Invocation

Elder Thomas leads the invocation.

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Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Bill Stein speaks about decisions and public responsibility for governments to reduce costs and save money.

C. Consent Agenda - Mayor

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C.1 Consider approval of the Minutes of the Regular Council Meeting held on December 8, 2022 and the Special Session held on December 29, 2022.

C.2 Consider approval of the Payment Approval Report.

C.3 Consider the disposal of a 2005 Pontiac Grand Am Gold 1G2NE52E85M239622 through Public Surplus.

Motion: Items listed on the Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Councilmember Trate advises the minutes do not show herself and Councilmember Smelt being present at the meeting but they are noted as making comments.

Motion: Items listed on the Consent Agenda with the corrections to the minutes, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth. Motion passed unanimously.

D. Unfinished Business before the Council – Mayor

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E.1 Discussion and/or Action [Mayor Wallace]: Swearing in of re-elected Mayor and Councilmembers: Johann Wallace, Cynthia Butterworth, Debra Trate and Jeffrey Ferro.

Motion: Item E.1, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Jeffrey Ferro.

Town Manager Harvey swears in Mayor Wallace.

Town Clerk Thorpe swears in Councilmembers Butterworth, Trate and Ferro.

E.2 Discussion and/or Action [Brandye Thorpe]: Update on applicants for vacant council seat.

Motion: Item E.2, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Clerk Thorpe advises that one person has picked up a packet, however the packet has not yet been returned.

Mayor Wallace asks that Council be kept informed via email on applicants. It was previously decided to have it on the agenda for the end of the month, however that may need to be pushed back further.

E.3 Discussion and/or Action [Brandye Thorpe]: Update on the Community Development Block Grant [CDBG] park improvement project.

Motion: Item E.3, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Clerk Thorpe advises of the work already completed and the work still needing to get done. She further advises that the project is expected to be completed by the end of January/first part of February.

E.4 Discussion and/or Action [Suzanne Harvey]: "Walk for Wellness" event designed to increase awareness of the needs of seniors and encourage citizens of all ages to develop healthy lifestyles.

Motion: Item E.4, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey advises that the event will be on January 21st at 10am. It will start at Leffingwell Park. There will be two routes to take. There will also be a chili lunch, due to collaboration with Healthy Huachuca, the Community Garden, and the school, served in the Senior Center. Public should register so there is a head count for the chili.

E.5 Discussion and/or Action [Suzanne Harvey]: After Action Review of Polar Express, Tree Lighting, Christmas Parade and Holiday Gift Basket events.

Motion: Item E.5, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Manager Harvey covers each event including what went well and what could be improved upon.

Councilmember Ferro asks that the food boxes not be so large and heavy next year. Councilmember Trate agrees.

Councilmember Smelt advises of efforts to get entries for the parade for this year.

E.6 Discussion and/or Action [Mayor Wallace]: Resolutions 2023-01 and 2023-02 designating the Town's Finance Clerk, Kristy Ramirez, as the financial officer authorized to submit the Town's annual expenditure limitation report (AELR) to the Auditor General for fiscal years 2022 and 2023.

Motion: Item E.6, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace advises that the Attorney General's office has rejected the previously submitted resolutions due to their preference that we use their form.

Motion: Resolutions 2023-01 and 2023-02, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

E.7 Discussion and/or Action [Mayor Wallace]: Proclamation 2023-01 – Proclaiming the month of January as “National Human Trafficking Prevention Month.”

Motion: Item E.7, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Jeffrey Ferro.

E. Reports of Current Events by Council

Councilmember Smelt went to the reception for the new Mayor and Councilmembers in Sierra Vista.

Councilmember Trate also attended the reception. She is glad that SEACAP will be coming to town.

Councilmember Ferro has no past actions but would like to begin attending the SVMPO meetings.

Councilmember Butterworth also attended the reception. Food distribution will be on January 20th. State Transportation Board Meeting will be on January 20th, Manager Harvey will attend in her stead but she will attend the reception dinner on the 19th. The next SVMPO meeting is on February 22nd. Healthy Huachuca will meet at 5:30 pm on February 1st at the Library.

Mayor Pro Tem Hirshberg thought the parade was great. She thanks staff for all of their help and coordination.

Mayor Wallace attended the reception and swearing in. While there he was able to speak with a representative from Senator Kelley's office. It seems like we have been missing a lot of funding and grant opportunities, so she will be sending him information on those opportunities going forward.

G. Adjournment

**Motion: 6:45pm, Action: Adjourn, Moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on January 26, 2023.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandy Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on January 12, 2023. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandy Thorpe,
Town Clerk

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
AT&T							
1398	AT&T	5204563034_0	Police Dept Long Distance	01/09/2023	9.70	9.70	10-51-271
	Total AT&T:				9.70	9.70	
AZ Dept of Public Safety							
1268	AZ Dept of Public Safety	506	Monthly Conversions- November	12/06/2022	19.02	19.02	20-40-200
	Total AZ Dept of Public Safety:				19.02	19.02	
Capital One Trade Credit							
10515	Capital One Trade Credit	51429772	PO 90733- 28" 10LB Traffic Cone	12/14/2022	45.26	45.26	23-40-460
10515	Capital One Trade Credit	51452546	28" Traffic Cones. Item# 49849 (1	12/16/2022	543.02	543.02	23-40-460
	Total Capital One Trade Credit:				588.28	588.28	
Caselle, Inc							
1745	Caselle, Inc	121695	Source Code Escrow 1/1/2023-12	12/15/2022	50.00	50.00	10-43-480
1745	Caselle, Inc	121796	Software Management- GF_	01/01/2023	201.00	201.00	10-43-480
1745	Caselle, Inc	121695	Source Code Escrow 1/1/2023-12	12/15/2022	50.00	50.00	51-40-480
1745	Caselle, Inc	121796	Software Management- Water	01/01/2023	201.00	201.00	51-40-480
1745	Caselle, Inc	121695	Source Code Escrow 1/1/2023-12	12/15/2022	50.00	50.00	52-40-480
1745	Caselle, Inc	121796	Software Management- Sewer	01/01/2023	201.00	201.00	52-40-480
1745	Caselle, Inc	121695	Source Code Escrow 1/1/2023-12	12/15/2022	50.00	50.00	55-40-480
1745	Caselle, Inc	121796	Software Management- LF	01/01/2023	201.00	201.00	55-40-480
	Total Caselle, Inc:				1,004.00	1,004.00	
Caterpillar Financial Services Co.							
1760	Caterpillar Financial Services Co.	33383397	001-0959151-001 Model/Serial: D	01/08/2023	3,450.87	3,450.87	55-40-705
1760	Caterpillar Financial Services Co.	33383397	001-0959151-000 Model/Serial: 8	01/08/2023	3,313.82	3,313.82	55-40-705
	Total Caterpillar Financial Services Co.:				6,764.69	6,764.69	
CenturyLink							
10348	CenturyLink	5204561354_0	Town Hall Phone Service	01/07/2023	315.85	315.85	10-43-271
10348	CenturyLink	5204563034_0	Police Department Phone Service	01/07/2023	158.51	158.51	10-51-271
10348	CenturyLink	5204560374_0	Public Works Fax	01/07/2023	6.82	6.82	10-57-340
10348	CenturyLink	5204561063_0	Public Library Phone Service	01/07/2023	82.16	82.16	10-62-271
10348	CenturyLink	5204560374_0	Water Fax Machine	01/07/2023	29.66	29.66	51-40-340
10348	CenturyLink	5204560374_0	Sewer Fax Machine	01/07/2023	29.66	29.66	52-40-340
	Total CenturyLink:				622.66	622.66	
City of Sierra Vista							
1702	City of Sierra Vista	4341	Huachuca City Payments- Seaco	12/30/2022	20,487.50	20,487.50	10-51-222
	Total City of Sierra Vista:				20,487.50	20,487.50	
Cochise County Sheriff's Dept							
1861	Cochise County Sheriff's Dept	REFHUAPD07	Jail Fees REFHUAPD072022	08/03/2022	636.12	636.12	10-51-240
1861	Cochise County Sheriff's Dept	REFHUAPD09	Jail fees REFHUAPD092022	10/06/2022	318.06	318.06	10-51-240

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
1861	Cochise County Sheriff's Dept	REFHUAPD10	Jail fees REFHUAPD102022	11/08/2022	821.85	821.85	10-51-240
Total Cochise County Sheriff's Dept:					1,776.03	1,776.03	
Elite Sales and Service, LLC							
2130	Elite Sales and Service, LLC	225513	Repair Weed Eater. (1)	11/14/2022	44.38	44.38	10-57-540
2130	Elite Sales and Service, LLC	31286	Remove, Clean or Repair Front 8	11/28/2022	3,750.00	3,750.00	55-40-610
2130	Elite Sales and Service, LLC	31750	Estimate Number 481, Oil Leak re	01/18/2023	3,048.72	3,048.72	55-40-610
Total Elite Sales and Service, LLC:					6,843.10	6,843.10	
Empire Homes, Inc.							
2223	Empire Homes, Inc.	16583	Restock 44 tons of -3/4x1" Gravel	12/06/2022	918.81	918.81	55-40-460
2223	Empire Homes, Inc.	16608	Tons 3/4" Minus Driveway Rock F	12/22/2022	798.81	798.81	55-40-460
2223	Empire Homes, Inc.	16608	Delivery Charge	12/22/2022	120.00	120.00	55-40-460
Total Empire Homes, Inc.:					1,837.62	1,837.62	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EPCT0001854	Fire Station Generator Contract N	01/04/2023	510.00	510.00	10-53-610
2220	Empire Southwest, LLC	EPCT0001854	Water Generator Contract Numbe	01/04/2023	751.75	751.75	51-40-610
2220	Empire Southwest, LLC	EMPS5746787	Walkthrough, ware blades and har	09/24/2022	501.08	501.08	55-40-610
2220	Empire Southwest, LLC	EMPS5830929	Cutting edges for 613C Scraper	12/22/2022	442.28	442.28	55-40-610
2220	Empire Southwest, LLC	EMPS5830929	Cutting Edge 613C Scraper	12/22/2022	221.14	221.14	55-40-610
2220	Empire Southwest, LLC	EMPS5830929	Bolt 613C Scraper	12/22/2022	25.20	25.20	55-40-610
2220	Empire Southwest, LLC	EMPS5830929	nut 613C Scraper	12/22/2022	86.49	86.49	55-40-610
2220	Empire Southwest, LLC	EMPS5830930	Cutting Edge 613C Scraper	12/22/2022	595.52	595.52	55-40-610
2220	Empire Southwest, LLC	EMPS5831958	Cutting Edge 613C Scraper	12/22/2022	775.10	775.10	55-40-610
2220	Empire Southwest, LLC	EMPS5839777	Cutting Edge 613C Scraper	01/03/2023	595.52	595.52	55-40-610
2220	Empire Southwest, LLC	EMWK340868	Repair draft arms and bowl. PO 9	12/19/2022	18,319.51	18,319.51	55-40-610
2220	Empire Southwest, LLC	EMWK341223	816K Packer has a warning to Sh	12/29/2022	981.92	981.92	55-40-610
Total Empire Southwest, LLC:					23,805.51	23,805.51	
EPS Group, Inc							
10549	EPS Group, Inc	21-0745-14	CDBG Public Parks Improvement	12/21/2022	2,450.00	2,450.00	29-40-840
Total EPS Group, Inc:					2,450.00	2,450.00	
Garden Canyon Towing, LLC							
2348	Garden Canyon Towing, LLC	41460	Impound tow of 99 Chevy silverad	12/17/2022	139.00	139.00	10-51-505
Total Garden Canyon Towing, LLC:					139.00	139.00	
General Fund(Trust)							
2364	General Fund(Trust)	513	Monthly Conversion- December 2	01/03/2023	2,360.99	2,360.99	20-40-200
Total General Fund(Trust):					2,360.99	2,360.99	
Gerald Hursh							
10336	Gerald Hursh	8619	National Animal Care & Control A	07/04/2022	25.00	25.00	10-51-640
Total Gerald Hursh:					25.00	25.00	
Grant Writing USA							
10619	Grant Writing USA	WW0822-1020	2-day course on grant manageme	10/06/2022	495.00	495.00	10-51-660

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Grant Writing USA:					495.00	495.00	
HintonBurdick, PLLC							
10335	HintonBurdick, PLLC	276280	Audit Service performed on the 6/	11/30/2022	2,962.50	2,962.50	10-43-650
10335	HintonBurdick, PLLC	276280	Audit Service performed on the 6/	11/30/2022	770.25	770.25	51-40-650
10335	HintonBurdick, PLLC	276280	Audit Service performed on the 6/	11/30/2022	770.25	770.25	52-40-650
10335	HintonBurdick, PLLC	276280	Audit Service performed on the 6/	11/30/2022	1,422.00	1,422.00	55-40-650
Total HintonBurdick, PLLC:					5,925.00	5,925.00	
Hugh A. Walker Enterprises, In							
2490	Hugh A. Walker Enterprises, In	12-2022-01	Methane Monitoring Task LFG Qu	12/13/2022	1,975.00	1,975.00	55-40-360
Total Hugh A. Walker Enterprises, In:					1,975.00	1,975.00	
Katrina Mulford							
10641	Katrina Mulford	12152022	Water Deposit Refund	12/15/2022	75.00	75.00	51-21350
10641	Katrina Mulford	12152022	Water Deposit Refund	12/15/2022	3.52	3.52	51-21350
10641	Katrina Mulford	12152022	Sewer Deposit Refund	12/15/2022	25.00	25.00	52-21350
Total Katrina Mulford:					103.52	103.52	
KE & G Construction, Inc							
10193	KE & G Construction, Inc	3	CDBG Park Project 11/01/2022-11	12/01/2022	188,561.61	188,561.61	29-40-840
Total KE & G Construction, Inc:					188,561.61	188,561.61	
Keith Arnett							
1483	Keith Arnett	024	Remote Operator Fee for Sewer S	12/10/2022	400.00	400.00	52-40-360
1483	Keith Arnett	025	Remote Operator Fee for Sewer S	01/10/2023	400.00	400.00	52-40-360
Total Keith Arnett:					800.00	800.00	
Krishan Consultancy Services							
10467	Krishan Consultancy Services	22-101	Library E-rate Consulting Services	12/23/2022	1,250.00	1,250.00	10-62-480
Total Krishan Consultancy Services:					1,250.00	1,250.00	
Lal Enterprises, Inc							
3220	Lal Enterprises, Inc	62624	Const. Chemical Toilet Service- La	12/31/2022	57.75	57.75	55-40-340
Total Lal Enterprises, Inc:					57.75	57.75	
Leslie's PoolMart, Inc.							
2777	Leslie's PoolMart, Inc.	00649-01-0593	Restock 3" Pool Tabs.	12/15/2022	224.63	224.63	10-58-460
Total Leslie's PoolMart, Inc.:					224.63	224.63	
Lumen							
10507	Lumen	624160574	Current Charges	01/01/2023	1,124.73	1,124.73	10-48-481
10507	Lumen	620745859	Current Charges 20%- Library Int	12/12/2022	127.75	127.75	10-62-481
10507	Lumen	620745859	Finance Charges	12/12/2022	800.00	800.00	10-62-621
10507	Lumen	620745859	Current Charges 80%- Erate Gran	12/12/2022	511.02	511.02	10-69-810
Total Lumen:					2,563.50	2,563.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
McCoy's Septic Pumping Service							
10230	McCoy's Septic Pumping Service	5671	Pump Station Dump	12/15/2022	190.00	190.00	55-40-360
10230	McCoy's Septic Pumping Service	5725	Pump Station Dump	01/03/2023	190.00	190.00	55-40-360
Total McCoy's Septic Pumping Service:					380.00	380.00	
Moyes Sellers & Hendricks							
10370	Moyes Sellers & Hendricks	37779	Gila River Adjudication Proceedin	01/12/2023	265.00	265.00	51-40-650
Total Moyes Sellers & Hendricks:					265.00	265.00	
Napa Auto Parts							
10024	Napa Auto Parts	802938	Replace Batteries for PW5 Truck.	12/21/2022	514.57	514.57	52-40-470
Total Napa Auto Parts:					514.57	514.57	
Phoenix Welding Supply Co.							
10011	Phoenix Welding Supply Co.	RN12223213	Oxygen, Compressed 225 CF AR	12/31/2022	6.70	6.70	10-57-460
Total Phoenix Welding Supply Co.:					6.70	6.70	
Richard Miller							
10498	Richard Miller	509	Restitution Case: M0248CR2017	01/03/2023	50.00	50.00	20-40-200
Total Richard Miller:					50.00	50.00	
Sierra Vista Fry Fire District							
10600	Sierra Vista Fry Fire District	2023-033	Contract (minus per diem & credit	01/03/2023	93,595.25	93,595.25	10-53-360
Total Sierra Vista Fry Fire District:					93,595.25	93,595.25	
Southern Tire Mart							
10357	Southern Tire Mart	6020048082	Repair the Front Right Tire on the	12/16/2022	401.69	401.69	55-40-610
Total Southern Tire Mart:					401.69	401.69	
Southwest Motor Services Group							
10480	Southwest Motor Services Group	5049	Labor	12/13/2022	52.25	52.25	10-51-470
10480	Southwest Motor Services Group	5049	DMX syn 5w20	12/13/2022	25.00	25.00	10-51-470
10480	Southwest Motor Services Group	5049	oil filter	12/13/2022	7.70	7.70	10-51-470
10480	Southwest Motor Services Group	5049	Tax	12/13/2022	2.62	2.62	10-51-470
10480	Southwest Motor Services Group	5067	Labor	12/20/2022	55.00	55.00	10-51-470
10480	Southwest Motor Services Group	5067	synthetic oil	12/20/2022	30.00	30.00	10-51-470
10480	Southwest Motor Services Group	5067	STP Oil Filter	12/20/2022	8.76	8.76	10-51-470
10480	Southwest Motor Services Group	5068	1 hour labor	12/21/2022	55.00	55.00	10-51-470
10480	Southwest Motor Services Group	5068	Duramax synthetic oil	12/21/2022	38.00	38.00	10-51-470
10480	Southwest Motor Services Group	5068	STP oil filter	12/21/2022	9.40	9.40	10-51-470
Total Southwest Motor Services Group:					283.73	283.73	
Sun Life Financial							
4326	Sun Life Financial	01/01/2023-01/	Employee Dental- January 2023	12/13/2022	20.27	20.27	10-22510
Total Sun Life Financial:					20.27	20.27	
SW Building Inspection Service							
4025	SW Building Inspection Service	10256	Code Enforcement/Zoning/Counci	11/30/2022	4,600.00	4,600.00	10-54-360

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
4025	SW Building Inspection Service	10273	Building Inspection/Code Enforce	12/30/2022	4,300.00	4,300.00	10-54-360
Total SW Building Inspection Service:					8,900.00	8,900.00	
Terminax Processing Center							
10459	Terminax Processing Center	3322212	Pest Control- Town Hall	12/23/2022	29.00	29.00	10-43-340
10459	Terminax Processing Center	3322213	Rat Bait Boxes- Town Hall	12/23/2022	10.00	10.00	10-43-462
10459	Terminax Processing Center	3322212	Pest Control- Police	12/23/2022	29.00	29.00	10-51-462
10459	Terminax Processing Center	3322213	Rat Bait Boxes- Police	12/23/2022	10.00	10.00	10-51-462
10459	Terminax Processing Center	3322212	Pest Control- Fire	12/23/2022	29.00	29.00	10-53-340
10459	Terminax Processing Center	3322213	Rat Bait Boxes- Fire	12/23/2022	10.00	10.00	10-53-340
10459	Terminax Processing Center	3322212	Pest Control- Library	12/23/2022	29.00	29.00	10-62-462
10459	Terminax Processing Center	3322213	Rat Bait Boxes- Library	12/23/2022	10.00	10.00	10-62-462
10459	Terminax Processing Center	3322212	Pest Control- Senior Center	12/23/2022	29.00	29.00	10-68-462
10459	Terminax Processing Center	3322213	Rat Bait Boxes- Senior Center	12/23/2022	10.00	10.00	10-68-462
Total Terminax Processing Center:					195.00	195.00	
Tierra Water Management							
10566	Tierra Water Management	787	Water Operator December 2022	12/28/2022	500.00	500.00	51-40-650
Total Tierra Water Management:					500.00	500.00	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15449267-A15	Internet Services- Landfill/PW	12/22/2022	90.66	90.66	55-40-480
Total TransWorld Network, Corp:					90.66	90.66	
Turner Laboratories, Inc							
4243	Turner Laboratories, Inc	23A0169	Coliform by Colilert (10 day)	01/15/2023	64.50	64.50	51-40-510
4243	Turner Laboratories, Inc	22L0123	Sample Management Fee- Bacteri	12/30/2022	665.50	665.50	52-40-702
4243	Turner Laboratories, Inc	22L0124	Wastewater Quarterly Tests- BOD	12/30/2022	763.00	763.00	52-40-702
4243	Turner Laboratories, Inc	22L0295	Ground Water Semi-Annual Tests	01/12/2023	2,338.00	2,338.00	55-40-510
Total Turner Laboratories, Inc:					3,831.00	3,831.00	
USA BlueBook							
4278	USA BlueBook	206521	DPD Dispenser 10 ml for Drinking	12/15/2022	125.25	125.25	51-40-460
4278	USA BlueBook	206521	Tax and Freight	12/15/2022	20.23	20.23	51-40-460
Total USA BlueBook:					145.48	145.48	
Verizon Wireless							
4343	Verizon Wireless	9922333133	Cell Phone Billing from 11/08/202	12/07/2022	1,400.72	1,400.72	10-48-275
4343	Verizon Wireless	9924716643	Cell Phone Billing from 12/08/202	01/07/2023	1,436.61	1,436.61	10-48-275
Total Verizon Wireless:					2,837.33	2,837.33	
WM Corporate Services, Inc.							
10340	WM Corporate Services, Inc.	0044363-1571-	Trash Service	01/03/2023	13,496.13	13,496.13	54-40-360
10340	WM Corporate Services, Inc.	0786833-0567-	Trash Service	11/22/2022	57.35	57.35	54-40-360
Total WM Corporate Services, Inc.:					13,553.48	13,553.48	
Grand Totals:					396,259.27	396,259.27	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 AUTO LIEU TAX	7,074.52	43,480.72	109,768.00	66,287.28	39.6
10-31-200 REAL PROPERTY TAXES	13,817.61	59,785.52	99,754.00	39,968.48	59.9
10-31-240 FRANCHISE TAXES	.00	4,657.30	20,604.00	15,946.70	22.6
10-31-250 CITY SALES TAXES	28,930.72	169,713.22	345,450.00	175,736.78	49.1
10-31-260 STATE SALES TAXES	21,834.62	104,274.68	232,737.00	128,462.32	44.8
TOTAL TAXES	71,657.47	381,911.44	808,313.00	426,401.56	47.3
<u>LICENSES AND PERMITS</u>					
10-32-100 BUILDING PERMITS	717.25	4,939.75	11,000.00	6,060.25	44.9
10-32-110 BUSINESS LICENSES	3,275.00	4,125.00	10,000.00	5,875.00	41.3
10-32-120 P&Z FEES	.00	.00	3,100.00	3,100.00	.0
TOTAL LICENSES AND PERMITS	3,992.25	9,064.75	24,100.00	15,035.25	37.6
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-100 STATE REVENUE SHARING	25,672.94	154,037.64	313,832.00	159,794.36	49.1
TOTAL INTERGOVERNMENTAL REVENUE	25,672.94	154,037.64	313,832.00	159,794.36	49.1
<u>CHARGES FOR SERVICE</u>					
10-34-140 AUCTION PROCEEDS	5,511.01	5,511.01	60,000.00	54,488.99	9.2
10-34-160 ANIMAL CONTROL FEES/FINES	47.00	443.00	700.00	257.00	63.3
10-34-170 ADMIN GARBAGE FEES	.00	.00	10,000.00	10,000.00	.0
10-34-530 CITY BUS FEES/DONATIONS	13.85	614.90	1,500.00	885.10	41.0
TOTAL CHARGES FOR SERVICE	5,571.86	6,568.91	72,200.00	65,631.09	9.1
<u>FINES</u>					
10-35-100 POLICE FINES	16,379.72	36,092.02	105,000.00	68,907.98	34.4
10-35-110 IMPOUND FEES	315.00	1,399.00	7,500.00	6,101.00	18.7
10-35-112 TOWING FEES	131.25	845.25	3,500.00	2,654.75	24.2
10-35-120 LIBRARY FEES & FINES	5.70	552.76	2,200.00	1,647.24	25.1
10-35-125 IMPUND ADMIN FEES	150.00	450.00	4,000.00	3,550.00	11.3
TOTAL FINES	16,981.67	39,339.03	122,200.00	82,860.97	32.2

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	1,581.60	16,537.37	31,000.00	14,462.63	53.4
10-36-200 UNREALIZED GAIN	2,528.45	(14,468.09)	10,000.00	24,468.09	(144.7)
10-36-300 MISC. POLICE REVENUE	.00	7.60	6,000.00	5,992.40	.1
10-36-400 SALE OF FIXED ASSETS	.00	.00	50,000.00	50,000.00	.0
10-36-500 PARKS & REC FACILITY RENTAL	100.00	1,198.00	1,500.00	302.00	79.9
10-36-515 SUMMER SPLASH REVENUE	.00	790.00	3,000.00	2,210.00	26.3
10-36-900 MISCELLANEOUS	6,623.40	10,133.38	10,000.00	(133.38)	101.3
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	1,000.00	1,000.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	.00	5,923.57	.00	(5,923.57)	.0
10-36-904 WILDLAND REVENUE	.00	.00	3,000.00	3,000.00	.0
10-36-910 LANDFILL LAND LEASE	58,500.00	351,000.00	702,000.00	351,000.00	50.0
10-36-950 RICO REVENUE(ASSET FORFEITURE)	.00	.00	10,000.00	10,000.00	.0
10-36-966 BUILDING LEASE RENT	.00	.00	15,000.00	15,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	60,000.00	60,000.00	.0
10-36-971 TOWER LEASE	.00	.00	1.00	1.00	.0
10-36-990 MUFFIN MONSTER REPAYMENT	.00	.00	3,500.00	3,500.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUE	69,333.45	371,121.83	906,101.00	534,979.17	41.0

<u>TOWN GRANTS</u>					
10-37-165 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-37-456 DONATIONS - LIBRARY	50.00	677.00	3,000.00	2,323.00	22.6
10-37-457 LIBRARY GRANT	.00	6,250.00	50,000.00	43,750.00	12.5
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH DONATION	.00	720.00	5,000.00	4,280.00	14.4
10-37-467 POLICE DONATIONS	.00	10.00	5,000.00	4,990.00	.2
10-37-480 SUMMER SPLASH GRANT	.00	.00	5,000.00	5,000.00	.0
10-37-906 GRANTS - POLICE AZDOHS	.00	.00	250,000.00	250,000.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	316.72	100,000.00	99,683.28	.3
10-37-913 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	50,000.00	50,000.00	.0
10-37-921 POLICE GRANT	.00	.00	180,000.00	180,000.00	.0
10-37-925 MISC GRANTS	.00	.00	150,000.00	150,000.00	.0
10-37-963 E-RATE	.00	.00	25,000.00	25,000.00	.0
10-37-965 SCBA GRANT	.00	.00	200,000.00	200,000.00	.0
10-37-968 PUBLIC WORKS GRANT	.00	.00	20,000.00	20,000.00	.0
10-37-969 COURT GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-970 BACK TO SCHOOL DONATIONS	.00	1,225.00	5,000.00	3,775.00	24.5
10-37-971 COMMUNITY EVENTS DONATIONS	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	50.00	9,198.72	1,271,000.00	1,261,801.28	.7

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	193,259.64	971,242.32	3,517,746.00	2,546,503.68	27.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
10-42-100 PERSONNEL SERVICES	750.00	5,250.00	11,000.00	5,750.00	47.7
10-42-130 EMPLOYEE BENEFITS	59.19	414.34	950.00	535.66	43.6
10-42-220 ATTORNEY FEES	.00	5,545.00	45,000.00	39,455.00	12.3
10-42-290 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
10-42-530 COMMUNITY RELATIONS	.00	.00	300.00	300.00	.0
10-42-640 MEMBERSHIPS	.00	5,772.00	8,000.00	2,228.00	72.2
10-42-660 TRAVEL AND TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL COUNCIL	809.19	16,981.34	68,050.00	51,068.66	25.0
<u>GENERAL ADMINISTRATION</u>					
10-43-100 PERSONNEL SERVICES	10,792.74	64,803.79	141,107.20	76,303.41	45.9
10-43-102 NEW HIRE	.00	138.00	2,300.00	2,162.00	6.0
10-43-105 OVERTIME	12.95	33.65	100.00	66.35	33.7
10-43-122 MISCELLANEOUS	65.00	1,208.44	500.00	(708.44)	241.7
10-43-130 EMPLOYEE BENEFITS	1,957.78	11,360.26	33,620.00	22,259.74	33.8
10-43-250 ADVERTISING	.00	1,307.69	5,000.00	3,692.31	26.2
10-43-271 TELEPHONE	.00	1,977.05	5,000.00	3,022.95	39.5
10-43-280 INSURANCE	2,899.70	5,537.50	13,750.00	8,212.50	40.3
10-43-290 OFFICE SUPPLIES	.00	883.79	.00	(883.79)	.0
10-43-300 PRINTING	29.93	128.95	750.00	621.05	17.2
10-43-340 UTILITIES	1,138.53	7,128.66	9,500.00	2,371.34	75.0
10-43-366 INMATE LABOR	47.70	615.93	1,800.00	1,184.07	34.2
10-43-440 POSTAGE	.00	190.37	900.00	709.63	21.2
10-43-460 SUPPLIES	.00	628.00	6,000.00	5,372.00	10.5
10-43-462 PEST CONTROL	.00	.00	468.00	468.00	.0
10-43-470 VEHICLE EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-43-475 FUEL EXPENSE	.00	.00	800.00	800.00	.0
10-43-480 COMPUTER EXPENSE	201.00	1,234.73	6,000.00	4,765.27	20.6
10-43-610 EQUIPMENT MAINTENANCE	.00	21.10	100.00	78.90	21.1
10-43-640 MEMBERSHIP	.00	1,000.00	1,660.00	660.00	60.2
10-43-650 AUDIT	1,625.00	1,625.00	45,000.00	43,375.00	3.6
10-43-660 TRAVEL AND TRAINING	.00	(364.00)	4,500.00	4,864.00	(8.1)
10-43-690 ELECTION SUPPLIES	800.00	800.00	1,000.00	200.00	80.0
10-43-703 CODIFYING/DIGITIZING	.00	.00	3,000.00	3,000.00	.0
10-43-704 HUNT PROJECT	.00	.00	50,000.00	50,000.00	.0
10-43-705 DEBT:CAP LEASE EXP (830 AZ ST)	.00	27,139.41	34,000.00	6,860.59	79.8
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	670.40	2,011.00	1,340.60	33.3
10-43-841 CAPITAL OUTLAY - PROJECTS	.00	.00	10,000.00	10,000.00	.0
10-43-850 DEBT: HURF REPAYMENT	.00	.00	3,000.00	3,000.00	.0
10-43-960 TRANSFER TO SAVINGS	.00	.00	104,297.94	104,297.94	.0
TOTAL GENERAL ADMINISTRATION	19,570.33	128,068.72	487,164.14	359,095.42	26.3

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	1,846.00	10,794.13	24,048.00	13,253.87	44.9
10-45-105 OVERTIME	.00	97.95	250.00	152.05	39.2
10-45-120 PROSECUTION FEES	.00	1,622.00	9,000.00	7,378.00	18.0
10-45-130 EMPLOYEE BENEFITS	511.13	2,794.41	8,766.00	5,971.59	31.9
10-45-221 COURT APPT ATTORNEYS	.00	2,120.00	7,000.00	4,880.00	30.3
10-45-250 CONTRACT LABOR-PRO TEM	.00	520.00	800.00	280.00	65.0
10-45-290 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-45-360 CONTRACT LABOR-JUDGE	1,350.00	6,600.00	14,400.00	7,800.00	45.8
10-45-361 CONTRACT LABOR - SECURITY	.00	135.00	.00	(135.00)	.0
10-45-480 COMPUTER EXPENSE	.00	1,211.52	2,500.00	1,288.48	48.5
10-45-650 AUDIT	.00	.00	4,000.00	4,000.00	.0
10-45-660 TRAVEL/TRAINING	.00	34.65	2,000.00	1,965.35	1.7
10-45-810 JAIL FEES	.00	318.06	.00	(318.06)	.0
TOTAL MAGISTRATE	3,707.13	26,247.72	73,264.00	47,016.28	35.8
<u>IT</u>					
10-48-100 PERSONNEL SERVICES	.00	.00	15,600.00	15,600.00	.0
10-48-101 CONTRACT LABOR	.00	.00	7,000.00	7,000.00	.0
10-48-130 EMPLOYEE BENEFITS	.00	.00	1,290.00	1,290.00	.0
10-48-210 SUBSCRIPTIONS	.00	1,918.23	29,000.00	27,081.77	6.6
10-48-275 CELL PHONE	1,402.38	7,161.00	16,800.00	9,639.00	42.6
10-48-450 EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
10-48-481 INTERNET	1,124.85	6,749.10	13,000.00	6,250.90	51.9
10-48-804 SOFTWARE LICENSING	.00	1,462.95	2,462.00	999.05	59.4
TOTAL IT	2,527.23	17,291.28	92,652.00	75,360.72	18.7

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	17,543.38	140,425.33	314,652.00	174,226.67	44.6
10-51-105 OVERTIME	1,775.47	8,322.11	13,000.00	4,677.89	64.0
10-51-110 UNIFORM EXPENSE	200.00	1,605.53	3,600.00	1,994.47	44.6
10-51-130 EMPLOYEE BENEFITS	4,070.33	29,659.85	109,046.00	79,386.15	27.2
10-51-135 PUBLIC SAFETY RETIREMENT	3,481.64	29,729.95	62,507.00	32,777.05	47.6
10-51-222 SEACOM/CCSO CONTRACT	.00	20,487.50	81,950.00	61,462.50	25.0
10-51-230 PROFESSIONAL SERVICES	.00	290.00	1,500.00	1,210.00	19.3
10-51-231 PSPRS ATTORNEY	.00	108.00	4,500.00	4,392.00	2.4
10-51-271 TELEPHONE	.00	971.90	3,500.00	2,528.10	27.8
10-51-290 OFFICE SUPPLIES	.00	786.87	1,000.00	213.13	78.7
10-51-295 PRINTING	64.42	408.77	1,000.00	591.23	40.9
10-51-340 UTILITIES	930.16	3,244.59	6,711.03	3,466.44	48.4
10-51-366 INMATE LABOR	5.30	56.60	.00	(56.60)	.0
10-51-430 HUMANE SUPPLIES	.00	207.15	.00	(207.15)	.0
10-51-460 MAINTENANCE AND SUPPLIES	.00	587.46	1,500.00	912.54	39.2
10-51-462 PEST CONTROL	39.00	224.00	468.00	244.00	47.9
10-51-463 MEDICINE/VACCINE	.00	.00	500.00	500.00	.0
10-51-466 WEAPONS AND AMMUNITION	.00	.00	2,000.00	2,000.00	.0
10-51-467 SV CONTRACT PAYMENT	.00	.00	6,000.00	6,000.00	.0
10-51-470 VEHICLE EXPENSE	294.06	4,185.32	5,000.00	814.68	83.7
10-51-475 POLICE FUEL EXPENSE	.00	.00	13,400.00	13,400.00	.0
10-51-505 VEHICLE IMPOUND FEE	.00	802.25	3,000.00	2,197.75	26.7
10-51-510 IMPOUND ADMIN	.00	(600.00)	.00	600.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	809.39	1,400.00	590.61	57.8
10-51-640 MEMBERSHIP	.00	.00	725.00	725.00	.0
10-51-660 TRAVEL AND TRAINING	.00	2,492.00	12,000.00	9,508.00	20.8
10-51-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-705 CAPITAL LEASE	.00	271.48	1,200.00	928.52	22.6
10-51-804 SOFTWARE LICENSING	.00	.00	9,700.00	9,700.00	.0
10-51-810 JAIL FEES	.00	.00	4,000.00	4,000.00	.0
10-51-841 VEHICLE LEASE	.00	.00	26,994.00	26,994.00	.0
10-51-850 NEW EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-51-856 BODY WORN CAMERA PROG.	.00	.00	7,499.00	7,499.00	.0
10-51-950 RICO (ASSET FORFEITURE)	.00	.00	10,000.00	10,000.00	.0
TOTAL POLICE	28,403.76	245,076.05	710,352.03	465,275.98	34.5

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
10-53-100 PERSONNEL SERVICES	525.00	8,175.00	30,000.00	21,825.00	27.3
10-53-130 EMPLOYEE BENEFITS	59.06	919.70	4,000.00	3,080.30	23.0
10-53-340 UTILITIES	969.17	3,410.60	6,711.00	3,300.40	50.8
10-53-360 FIRE SERVICES	.00	90,800.25	360,000.00	269,199.75	25.2
10-53-450 EQUIPMENT/SUPPLIES	.00	1,226.71	10,000.00	8,773.29	12.3
10-53-470 VEHICLE EXPENSE	.00	897.60	2,000.00	1,102.40	44.9
10-53-475 FUEL EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-53-516 PRESUMPTIVE CANCER COVERAGE	.00	4,179.21	5,000.00	820.79	83.6
10-53-610 EQUIPMENT MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
TOTAL FIRE	1,553.23	109,609.07	424,711.00	315,101.93	25.8
<u>BUILDING REGULATION</u>					
10-54-360 CONTRACT LABOR	.00	17,604.79	55,000.00	37,395.21	32.0
10-54-760 BLDG REGULATION SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-54-801 ABATEMENT	.00	.00	12,000.00	12,000.00	.0
TOTAL BUILDING REGULATION	.00	17,604.79	68,000.00	50,395.21	25.9
<u>PUBLIC WORKS</u>					
10-57-100 PERSONNEL SERVICES	1,008.52	5,809.99	16,262.83	10,452.84	35.7
10-57-105 OVERTIME	34.02	222.98	500.00	277.02	44.6
10-57-110 UNIFORM EXPENSE	17.16	180.18	390.00	209.82	46.2
10-57-130 EMPLOYEE BENEFITS	234.56	1,355.71	8,500.00	7,144.29	16.0
10-57-340 UTILITIES	2,623.42	15,197.84	30,000.00	14,802.16	50.7
10-57-366 INMATE LABOR	26.50	295.14	1,400.00	1,104.86	21.1
10-57-460 MAINTENANCE AND SUPPLIES	6.49	24.19	1,500.00	1,475.81	1.6
10-57-470 VEHICLE REPAIR/MAINT	.00	585.29	2,500.00	1,914.71	23.4
10-57-475 FUEL EXPENSE	.00	292.85	2,000.00	1,707.15	14.6
10-57-476 DIESEL	14.85	220.31	.00	(220.31)	.0
10-57-500 BUILDING MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-57-540 SMALL TOOLS	.00	152.30	2,000.00	1,847.70	7.6
10-57-610 EQUIPMENT MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
TOTAL PUBLIC WORKS	3,965.52	24,336.78	95,052.83	70,716.05	25.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY POOL</u>					
10-58-100 PERSONNEL SERVICES	.00	9,192.64	14,282.00	5,089.36	64.4
10-58-130 EMPLOYEE BENEFITS	.00	1,043.37	1,750.00	706.63	59.6
10-58-340 UTILITIES	608.38	3,496.69	6,000.00	2,503.31	58.3
10-58-460 MAINTENANCE AND SUPPLIES	.00	1,650.08	4,000.00	2,349.92	41.3
10-58-660 CERTIFYING	.00	.00	500.00	500.00	.0
TOTAL CITY POOL	608.38	15,382.78	26,532.00	11,149.22	58.0
<u>SUMMER SPLASH</u>					
10-59-100 PERSONNEL SERVICES	.00	1,828.25	6,856.00	5,027.75	26.7
10-59-130 EMPLOYEE BENEFITS	.00	166.39	643.00	476.61	25.9
10-59-460 SUPPLIES	.00	.00	300.00	300.00	.0
TOTAL SUMMER SPLASH	.00	1,994.64	7,799.00	5,804.36	25.6
<u>PARKS & RECREATION</u>					
10-60-340 UTILITIES	306.36	1,611.75	6,000.00	4,388.25	26.9
10-60-460 SUPPLIES	.00	.00	1,600.00	1,600.00	.0
10-60-530 COMMUNITY RELATIONS/JULY 4TH	100.00	699.31	12,000.00	11,300.69	5.8
TOTAL PARKS & RECREATION	406.36	2,311.06	19,600.00	17,288.94	11.8
<u>LIBRARY AND COMMUNITY SERVICES</u>					
10-62-100 PERSONNEL SERVICES	6,904.95	39,437.14	90,000.00	50,562.86	43.8
10-62-130 EMPLOYEE BENEFITS	1,046.25	5,966.74	18,581.00	12,614.26	32.1
10-62-271 TELEPHONE	.00	624.28	2,340.00	1,715.72	26.7
10-62-300 PRINTING	75.85	276.06	1,000.00	723.94	27.6
10-62-340 UTILITIES	465.22	4,183.52	7,500.00	3,316.48	55.8
10-62-366 INMATE LABOR	53.00	846.02	1,800.00	953.98	47.0
10-62-460 SUPPLIES	.00	366.21	2,500.00	2,133.79	14.7
10-62-462 PEST CONTROL	39.00	195.00	468.00	273.00	41.7
10-62-476 FUEL	.00	.00	100.00	100.00	.0
10-62-480 COMPUTER EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-62-481 INTERNET	.00	1,415.42	3,800.00	2,384.58	37.3
10-62-620 VEHICLE REPAIR & MAINT	.00	236.17	300.00	63.83	78.7
10-62-621 DEBT: E-RATE	.00	3,200.00	9,600.00	6,400.00	33.3
10-62-640 MEMBERSHIP	.00	.00	130.00	130.00	.0
10-62-660 TRAVEL AND TRAINING	.00	.00	500.00	500.00	.0
10-62-703 COMMUNITY RELATIONS	.00	.00	200.00	200.00	.0
10-62-705 CAPITAL LEASE	.00	271.48	1,800.00	1,528.52	15.1
TOTAL LIBRARY AND COMMUNITY SERVICES	8,584.27	57,018.04	142,119.00	85,100.96	40.1

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY BUS</u>					
10-65-100 PERSONNEL SERVICES	833.92	3,176.32	10,941.00	7,764.68	29.0
10-65-130 EMPLOYEE BENEFITS	.00	.00	875.00	875.00	.0
10-65-475 FUEL EXPENSE	.00	770.47	3,600.00	2,829.53	21.4
10-65-480 VEHICLE REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
TOTAL CITY BUS	833.92	3,946.79	17,416.00	13,469.21	22.7
<u>SENIOR CENTER</u>					
10-68-290 SUPPLIES	.00	120.00	1,000.00	880.00	12.0
10-68-340 UTILITIES	167.44	1,429.35	4,000.00	2,570.65	35.7
10-68-450 EQUIPMENT	.00	.00	600.00	600.00	.0
10-68-462 PEST CONTROL	39.00	195.00	468.00	273.00	41.7
10-68-463 EQUIPMENT REPAIR	.00	.00	1,000.00	1,000.00	.0
TOTAL SENIOR CENTER	206.44	1,744.35	7,068.00	5,323.65	24.7
<u>TOWN GRANTS</u>					
10-69-800 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	.00	2,349.41	3,000.00	650.59	78.3
10-69-803 IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804 MISC GRANT EXP	.00	18,400.98	150,000.00	131,599.02	12.3
10-69-805 BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806 LIBRARY GRANTS EXP	900.00	20,606.70	50,000.00	29,393.30	41.2
10-69-807 SENIOR CENTER GRANT EXP	.00	.00	25,000.00	25,000.00	.0
10-69-808 SUMMER SPLASH GRANT EXP	.00	.00	5,000.00	5,000.00	.0
10-69-810 E-RATE GRANT EXP	.00	5,661.66	25,000.00	19,338.34	22.7
10-69-815 PUBLIC WORKS GRANT EXP	.00	.00	20,000.00	20,000.00	.0
10-69-816 COURT GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-69-817 SUMMER SPLASH DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-818 POLICE DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-819 GENERAL ADMIN GRANT EXP	.00	.00	50,000.00	50,000.00	.0
10-69-845 POLICE GRANT EXP	.00	.00	180,000.00	180,000.00	.0
10-69-846 AZDOHS GRANT EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
10-69-847 AZGOHS GRANT EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
10-69-849 BUS LINE EXP	109.83	3,943.59	100,000.00	96,056.41	3.9
10-69-850 SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-69-851 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-69-857 BACK TO SCHOOL DONATIONS EXPEN	.00	.00	5,000.00	5,000.00	.0
10-69-900 COMMUNITY EVENTS DONATIONS EXP	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	1,009.83	50,962.34	1,271,000.00	1,220,037.66	4.0
TOTAL FUND EXPENDITURES	72,185.59	718,575.75	3,510,780.00	2,792,204.25	20.5

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	121,074.05	252,666.57	6,966.00	(245,700.57)	3627.1

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
12-30-700 GOHS (DUI TASK FORCE)	.00	.00	10,000.00	10,000.00	.0
12-30-800 DHS STONEGARDEN	.00	9,082.87	60,340.00	51,257.13	15.1
TOTAL REVENUE	.00	9,082.87	70,340.00	61,257.13	12.9
TOTAL FUND REVENUE	.00	9,082.87	70,340.00	61,257.13	12.9

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-105 STONE GARDEN OVERTIME	.00	.00	32,233.00	32,233.00	.0
12-40-130 EMPLOYEE BENEFITS	23.09	609.81	12,228.00	11,618.19	5.0
12-40-131 DUI TASK FORCE OVER TIME	.00	228.00	6,000.00	5,772.00	3.8
12-40-135 PUBLIC SAFETY RETIREMENT	55.25	1,455.31	13,539.00	12,083.69	10.8
12-40-840 MILEAGE	215.25	5,505.21	6,340.00	834.79	86.8
TOTAL EXPENDITURES	293.59	7,798.33	70,340.00	62,541.67	11.1
TOTAL FUND EXPENDITURES	293.59	7,798.33	70,340.00	62,541.67	11.1
NET REVENUE OVER EXPENDITURES	(293.59)	1,284.54	.00	(1,284.54)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

TRUST FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-30-200 FINES AND BAILS	3,848.00	57,005.71	174,000.00	116,994.29	32.8
20-30-300 BONDS	.00	.00	100.00	100.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
TOTAL REVENUE	3,848.00	57,005.71	174,300.00	117,294.29	32.7
TOTAL FUND REVENUE	3,848.00	57,005.71	174,300.00	117,294.29	32.7

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
20-40-200 FINES AND BAILS	13,587.01	53,161.72	174,000.00	120,838.28	30.6
20-40-400 RESTITUTION	.00	50.00	100.00	50.00	50.0
20-40-401 BOND	.00	.00	100.00	100.00	.0
20-40-500 JCEF	.00	.00	100.00	100.00	.0
TOTAL EXPENDITURES	<u>13,587.01</u>	<u>53,211.72</u>	<u>174,300.00</u>	<u>121,088.28</u>	<u>30.5</u>
TOTAL FUND EXPENDITURES	<u>13,587.01</u>	<u>53,211.72</u>	<u>174,300.00</u>	<u>121,088.28</u>	<u>30.5</u>
NET REVENUE OVER EXPENDITURES	<u>(9,739.01)</u>	<u>3,793.99</u>	<u>.00</u>	<u>(3,793.99)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-30-300 GAS TAX REVENUES - HURF	12,674.77	74,506.85	170,042.00	95,535.15	43.8
23-30-320 HURF REPAYMENT	.00	.00	17,000.00	17,000.00	.0
23-30-910 BANK TRANSFER	.00	.00	70,000.00	70,000.00	.0
TOTAL REVENUE	12,674.77	74,506.85	257,042.00	182,535.15	29.0
TOTAL FUND REVENUE	12,674.77	74,506.85	257,042.00	182,535.15	29.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD USERS ADMIN</u>					
23-40-460 MAINTENANCE AND SUPPLIES	90.50	90.50	5,000.00	4,909.50	1.8
23-40-475 FUEL	29.70	813.56	7,000.00	6,186.44	11.6
23-40-490 ROAD REPAIR	.00	1,336.40	110,042.00	108,705.60	1.2
23-40-610 EQUIPMENT REPAIR	.00	916.32	15,000.00	14,083.68	6.1
23-40-831 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
23-40-920 TIP PROJECTS MATCH	.00	.00	70,000.00	70,000.00	.0
TOTAL ROAD USERS ADMIN	120.20	3,156.78	257,042.00	253,885.22	1.2
TOTAL FUND EXPENDITURES	120.20	3,156.78	257,042.00	253,885.22	1.2
NET REVENUE OVER EXPENDITURES	12,554.57	71,350.07	.00	(71,350.07)	.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

STATE HURF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE HURF EXPENDITURES</u>					
28-40-122 AUTHORIZED EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
TOTAL STATE HURF EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	(150,000.00)	(150,000.00)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GRANT OPPORTUNITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT REVENUE</u>					
29-30-800 GRANT REVENUE CDBG	.00	.00	449,420.00	449,420.00	.0
TOTAL GRANT REVENUE	.00	.00	449,420.00	449,420.00	.0
TOTAL FUND REVENUE	.00	.00	449,420.00	449,420.00	.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GRANT OPPORTUNITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT EXPENDITURES</u>					
29-40-840 AUTHORIZED EXPENDITURES	.00	122,892.50	449,420.00	326,527.50	27.3
TOTAL GRANT EXPENDITURES	<u>.00</u>	<u>122,892.50</u>	<u>449,420.00</u>	<u>326,527.50</u>	<u>27.3</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>122,892.50</u>	<u>449,420.00</u>	<u>326,527.50</u>	<u>27.3</u>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>(122,892.50)</u>	<u>.00</u>	<u>122,892.50</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

WATER FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
51-30-100 INTEREST EARNINGS	.00	.00	100.00	100.00	.0
51-30-200 WATER SALES	26,365.40	185,682.61	360,000.00	174,317.39	51.6
51-30-202 RC: RECONNECT FEE	.00	160.00	1,003.00	843.00	16.0
51-30-300 CONNECTION FEES	75.00	795.00	2,000.00	1,205.00	39.8
51-30-400 PENALTIES & FORFEITURES	.00	1,549.27	7,000.00	5,450.73	22.1
51-30-900 WATER ADMIN FEE	.00	.00	1,000.00	1,000.00	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	41,541.00	41,541.00	.0
TOTAL REVENUE	26,440.40	188,186.88	412,644.00	224,457.12	45.6
TOTAL FUND REVENUE	26,440.40	188,186.88	412,644.00	224,457.12	45.6

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-40-100 PERSONNEL SERVICES	9,327.88	53,943.35	112,382.00	58,438.65	48.0
51-40-105 OVERTIME	300.14	1,787.63	2,000.00	212.37	89.4
51-40-110 UNIFORM EXPENSE	.00	578.55	1,800.00	1,221.45	32.1
51-40-130 EMPLOYEE BENEFITS	2,176.34	12,180.92	40,000.00	27,819.08	30.5
51-40-280 INSURANCE	2,865.25	5,365.25	13,750.00	8,384.75	39.0
51-40-290 OFFICE SUPPLIES	.00	309.13	2,000.00	1,690.87	15.5
51-40-300 PRINTING	104.74	130.48	.00	(130.48)	.0
51-40-340 UTILITIES	3,517.55	23,694.50	38,000.00	14,305.50	62.4
51-40-360 CONTRACT LABOR	422.50	422.50	.00	(422.50)	.0
51-40-366 INMATE LABOR	119.25	1,574.53	7,500.00	5,925.47	21.0
51-40-370 SALES TAX	.00	.00	30,000.00	30,000.00	.0
51-40-440 POSTAGE	.00	666.27	3,150.00	2,483.73	21.2
51-40-460 MAINTENANCE & SUPPLIES	867.34	2,940.61	11,000.00	8,059.39	26.7
51-40-470 VEHICLE EXPENSE	.00	2,543.59	9,000.00	6,456.41	28.3
51-40-472 METER REPLACEMENT	.00	.00	9,000.00	9,000.00	.0
51-40-475 FUEL EXPENSE	.00	.00	8,000.00	8,000.00	.0
51-40-476 DIESEL	133.67	4,126.58	5,000.00	873.42	82.5
51-40-480 SOFTWARE LICENSING	201.00	1,206.00	2,462.00	1,256.00	49.0
51-40-510 WATER TESTS	74.50	736.00	7,500.00	6,764.00	9.8
51-40-516 ADEQ FEES	.00	7,149.89	.00	(7,149.89)	.0
51-40-610 EQUIPMENT MAINTENANCE	.00	2,016.22	15,300.00	13,283.78	13.2
51-40-640 MEMBERSHIP	.00	.00	1,200.00	1,200.00	.0
51-40-650 PROFESSIONAL SERVICES	212.00	3,215.50	36,000.00	32,784.50	8.9
51-40-660 TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
51-40-840 WATER CAPITAL OUTLAY	.00	35,111.50	35,000.00	(111.50)	100.3
51-40-845 CONTINGENCY EXP	.00	.00	21,100.00	21,100.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
TOTAL WATER EXPENDITURES	20,322.16	159,699.00	412,644.00	252,945.00	38.7
TOTAL FUND EXPENDITURES	20,322.16	159,699.00	412,644.00	252,945.00	38.7
NET REVENUE OVER EXPENDITURES	6,118.24	28,487.88	.00	(28,487.88)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

SEWER FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
52-30-100 INTEREST EARNINGS	.00	.00	100.00	100.00	.0
52-30-200 SEWER SERVICES	19,480.81	128,935.34	254,000.00	125,064.66	50.8
52-30-300 CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
52-30-950 WF SAVINGS TRANSFERS IN	.00	.00	18,575.00	18,575.00	.0
TOTAL REVENUE	19,480.81	128,935.34	273,675.00	144,739.66	47.1
TOTAL FUND REVENUE	19,480.81	128,935.34	273,675.00	144,739.66	47.1

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-40-100 PERSONNEL SERVICES	8,178.87	46,643.46	92,487.00	45,843.54	50.4
52-40-105 OVERTIME	274.23	1,709.44	500.00	(1,209.44)	341.9
52-40-110 UNIFORM EXPENSE	77.14	809.97	1,800.00	990.03	45.0
52-40-130 EMPLOYEE BENEFITS	1,884.04	10,435.97	32,375.00	21,939.03	32.2
52-40-280 INSURANCE	2,865.25	5,365.25	13,750.00	8,384.75	39.0
52-40-300 PRINTING	104.74	434.90	3,000.00	2,565.10	14.5
52-40-340 UTILITIES	648.93	2,914.59	5,806.00	2,891.41	50.2
52-40-360 CONTRACT LABOR	.00	800.00	.00	(800.00)	.0
52-40-366 INMATE LABOR	119.25	1,380.97	7,500.00	6,119.03	18.4
52-40-440 POSTAGE	.00	666.27	3,150.00	2,483.73	21.2
52-40-460 MAINTENANCE AND SUPPLIES	.00	378.58	4,000.00	3,621.42	9.5
52-40-470 VEHICLE EXPENSE	.00	.00	2,000.00	2,000.00	.0
52-40-475 FUEL	.00	1,905.48	8,000.00	6,094.52	23.8
52-40-476 DIESEL	118.82	1,866.02	.00	(1,866.02)	.0
52-40-480 COMPUTER EXPENSE	201.00	1,005.00	2,462.00	1,457.00	40.8
52-40-516 ADEQ FEES	.00	.00	1,000.00	1,000.00	.0
52-40-610 EQUIPMENT MAINTENANCE	.00	6,530.00	4,000.00	(2,530.00)	163.3
52-40-650 PROFESSIONAL SERVICES	422.50	822.50	16,952.00	16,129.50	4.9
52-40-702 SEWAGE POND COMPLIANCE	233.50	1,822.50	6,000.00	4,177.50	30.4
52-40-750 DEBT SERVICE	.00	.00	10,000.00	10,000.00	.0
52-40-846 CONTINGENCY EXP	.00	.00	631.04	631.04	.0
52-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
52-40-925 MUFFIN MONSTER PAYMENT	.00	.00	3,000.00	3,000.00	.0
52-40-950 PAYMENT ON WIFA LOAN	.00	41,802.34	54,761.96	12,959.62	76.3
TOTAL SEWER EXPENDITURES	15,128.27	127,293.24	273,675.00	146,381.76	46.5
TOTAL FUND EXPENDITURES	15,128.27	127,293.24	273,675.00	146,381.76	46.5
NET REVENUE OVER EXPENDITURES	4,352.54	1,642.10	.00	(1,642.10)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GARBAGE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
54-30-200	SALES RECEIPTS	12,005.38	71,417.75	157,677.00	86,259.25	45.3
	TOTAL REVENUE	<u>12,005.38</u>	<u>71,417.75</u>	<u>157,677.00</u>	<u>86,259.25</u>	<u>45.3</u>
	TOTAL FUND REVENUE	<u>12,005.38</u>	<u>71,417.75</u>	<u>157,677.00</u>	<u>86,259.25</u>	<u>45.3</u>

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

GARBAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GARBAGE EXPENDITURES</u>					
54-40-360 CONTRACT LABOR	12,970.05	65,063.34	157,677.00	92,613.66	41.3
TOTAL GARBAGE EXPENDITURES	<u>12,970.05</u>	<u>65,063.34</u>	<u>157,677.00</u>	<u>92,613.66</u>	<u>41.3</u>
TOTAL FUND EXPENDITURES	<u>12,970.05</u>	<u>65,063.34</u>	<u>157,677.00</u>	<u>92,613.66</u>	<u>41.3</u>
NET REVENUE OVER EXPENDITURES	<u>(964.67)</u>	<u>6,354.41</u>	<u>.00</u>	<u>(6,354.41)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
55-30-100 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200 SALES - LANDFILL	101,353.93	677,838.56	1,450,099.00	772,260.44	46.7
55-30-201 LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205 MISC.REVENUE	.00	780.00	92,000.00	91,220.00	.9
55-30-210 TIPPING FEES	11,003.12	98,349.41	157,550.00	59,200.59	62.4
TOTAL REVENUE	112,357.05	776,967.97	1,700,649.00	923,681.03	45.7
<u>SOURCE 36</u>					
55-36-400 SALE OF FIXED ASSETS	.00	.00	50,000.00	50,000.00	.0
TOTAL SOURCE 36	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND REVENUE	112,357.05	776,967.97	1,750,649.00	973,681.03	44.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL EXPENDITURES</u>					
55-40-100 PERSONNEL SERVICES	17,089.66	86,995.60	273,720.00	186,724.40	31.8
55-40-105 OVERTIME	4,237.86	18,684.86	10,000.00	(8,684.86)	186.9
55-40-110 UNIFORM EXPENSE	187.63	2,722.19	6,000.00	3,277.81	45.4
55-40-130 EMPLOYEE BENEFITS	4,162.91	20,778.68	97,700.00	76,921.32	21.3
55-40-265 BANK COSTS/FEES	1,694.15	11,588.59	38,000.00	26,411.41	30.5
55-40-280 INSURANCE	2,865.25	5,365.25	13,750.00	8,384.75	39.0
55-40-290 OFFICE SUPPLIES	.00	358.51	1,000.00	641.49	35.9
55-40-300 PRINTING	59.85	74.86	.00	(74.86)	.0
55-40-337 PROPERTY LEASE	58,500.00	351,000.00	702,000.00	351,000.00	50.0
55-40-338 LF FINANCIAL ASSURANCE	.00	.00	40,000.00	40,000.00	.0
55-40-340 UTILITIES	1,217.32	5,634.43	13,200.00	7,565.57	42.7
55-40-350 SAFETY EQUIPMENT	.00	1,275.00	1,000.00	(275.00)	127.5
55-40-360 CONTRACT LABOR	190.00	9,696.14	22,000.00	12,303.86	44.1
55-40-366 INMATE LABOR	106.00	1,152.86	4,730.00	3,577.14	24.4
55-40-440 POSTAGE	.00	380.73	1,800.00	1,419.27	21.2
55-40-460 MAINTENANCE & SUPPLIES	918.81	7,407.97	30,000.00	22,592.03	24.7
55-40-470 VEHICLE EXPENSE	2,288.10	3,200.14	5,000.00	1,799.86	64.0
55-40-475 FUEL EXPENSE	.00	8,942.30	2,500.00	(6,442.30)	357.7
55-40-476 DIESEL	2,673.37	87,053.78	92,000.00	4,946.22	94.6
55-40-480 COMPUTER EXPENSE	291.66	1,675.09	.00	(1,675.09)	.0
55-40-511 WATER MONITORING	.00	.00	2,000.00	2,000.00	.0
55-40-515 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
55-40-516 ADEQ FEES	2,499.27	6,263.14	10,000.00	3,736.86	62.6
55-40-610 EQUIPMENT MAINTENANCE	24,209.45	38,205.56	70,000.00	31,794.44	54.6
55-40-640 MEMBERSHIP	.00	.00	200.00	200.00	.0
55-40-650 PROFESSIONAL SERVICES/AUDIT	780.00	780.00	20,000.00	19,220.00	3.9
55-40-660 TRAVEL - TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
55-40-705 CAPITAL LEASE	.00	63,388.14	81,180.00	17,791.86	78.1
55-40-710 CAPITAL EQUIPMENT	.00	.00	30,000.00	30,000.00	.0
55-40-804 SOFTWARE LICENSING	.00	201.00	4,000.00	3,799.00	5.0
55-40-846 CONTINGENCY EXP	.00	24,446.84	167,369.00	142,922.16	14.6
55-40-855 METHANE MONITORING	.00	.00	6,000.00	6,000.00	.0
55-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
TOTAL LANDFILL EXPENDITURES	123,971.29	757,271.66	1,750,649.00	993,377.34	43.3
TOTAL FUND EXPENDITURES	123,971.29	757,271.66	1,750,649.00	993,377.34	43.3
NET REVENUE OVER EXPENDITURES	(11,614.24)	19,696.31	.00	(19,696.31)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

HOLIDAY FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
86-30-200 HOLIDAY FUND DONATION	2,993.50	6,871.00	4,000.00	(2,871.00)	171.8
TOTAL REVENUE	2,993.50	6,871.00	4,000.00	(2,871.00)	171.8
TOTAL FUND REVENUE	2,993.50	6,871.00	4,000.00	(2,871.00)	171.8

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

HOLIDAY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HOLIDAY FUND EXPENDITURES</u>					
86-40-100 CHILDREN'S FUND GIFTS/FOOD	200.00	200.00	4,000.00	3,800.00	5.0
TOTAL HOLIDAY FUND EXPENDITURES	200.00	200.00	4,000.00	3,800.00	5.0
TOTAL FUND EXPENDITURES	200.00	200.00	4,000.00	3,800.00	5.0
NET REVENUE OVER EXPENDITURES	2,793.50	6,671.00	.00	(6,671.00)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

AMERICAN RELIEF PROGRAM ACT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 30</u>					
88-30-200 ARPA FUNDS	.00	289,894.76	289,894.76	.00	100.0
88-30-300 FUND BALANCE	.00	.00	289,894.76	289,894.76	.0
TOTAL SOURCE 30	.00	289,894.76	579,789.52	289,894.76	50.0
TOTAL FUND REVENUE	.00	289,894.76	579,789.52	289,894.76	50.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2022

AMERICAN RELIEF PROGRAM ACT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
88-40-100 AUTHORIZED EXPENDITURES	.00	.00	579,789.52	579,789.52	.0
TOTAL DEPARTMENT 40	.00	.00	579,789.52	579,789.52	.0
TOTAL FUND EXPENDITURES	.00	.00	579,789.52	579,789.52	.0
NET REVENUE OVER EXPENDITURES	.00	289,894.76	.00	(289,894.76)	.0



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

1. **"Booking Images"** refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

2. **"Commercial Booking Images"** refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.



“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

3. **“LEA Booking Images”** refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.



“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.



IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).



Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.



X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS



Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00	
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00	
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00	



ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00	
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00	
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00	
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00	
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is _____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period’s Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period’s Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.



B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.



J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p>Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551</p>	<p>Affiliate: _____ Attn: _____ Address: _____ _____</p>
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate’s existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.





IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images



ILP Bundle for Agencies up to 2,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Seven (7) 3-Camera Mobile LPR Systems or
Twenty one (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 250,000 images

ILP Bundle for Agencies up to 5,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Eight (8) 3-Camera Mobile LPR Systems or
Twenty four (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 500,000 images



Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

21-AZDOHS-OPSG-210423-02
(Enter Subrecipient Agreement number above (e.g., 210XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

Huachuca City Police Department
(Enter the name of the Subrecipient Agency above)

DUNS Number 2467413
(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Huachuca City Police Department
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 1, 2022** and shall terminate on **March 31, 2023**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG EQUIPMENT**" and funded at \$ 125,325.00 (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2021-SS-00005 and CFDA #97.067:

- a) Provide up to \$ 125,325.00 to the Subrecipient for services provided under Paragraph III.

Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended \$750,000 or more in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also

shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. **APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf

f. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground

disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.

- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understand that this award is not for Research and Development.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

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

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

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

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Debarment and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
 - a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM “covered telecommunications equipment or services” means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) 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, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief Jim Thies

Enter Title, First & Last Name Above
Huachuca City Police Dept

Enter Agency Name Above
500 N Gonzales Blvd

Enter Street Address Above
Huachuca City, AZ 85616


Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Huachuca City Police Department

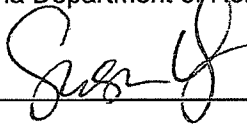
Enter Agency Name Above


Authorized Signature Above
Jim Thies, Chief

Print Name & Title Above
March 2, 2022

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security


Susan Dzbanko, Deputy Director
3/14/2022

Date

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

**FY 2021 Operation Stonegarden Grant Program
 Budget Detail - Equipment
 Agency: Huachuca Police Department
 Subrecipient Agreement #: 210423-02**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Automated License Plate Recognition	03-OE-01-ALPR	1	\$32,773	\$32,773	
4x4 OSPG Vehicle with Uplift	12VE-00-MISS	1	\$70,000	\$70,000	
MDC	04HW-01-MOBL	1	\$6,500	\$6,500	
Docking Station w/Power	04HW-01-MOBL	1	\$2,000	\$2,000	
Radar Unit Dual Kaband Directional w/Cables & Mounts	03OE-01-XDAR	1	\$3,052	\$3,052	
Vehicle Mounted FLIR Spotlight Camera System (for OSPG- Dedicated SUV)	03OE-02-TILA	1	\$2,000	\$2,000	
Mobile Radio	06CP-01-MOBL	1	\$9,000	\$9,000	
					\$125,325

Project Point of Contact

Frank Torres
 Print Name

[Signature]
 Signature

3/9/22
 Date

AZDOHS Staff

Belinda Torres
 Print Name

[Signature]
 Signature

[Signature]
 Date

This form is to be signed and returned

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
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The AZDOHS shall address all notices relative to this Agreement to:

Chief Jim Thies

Enter Title, First & Last Name Above
Huachuca City Police Department

Enter Agency Name Above
500 N Gonzales Blvd

Enter Street Address Above
Huachuca City, AZ 85616

Enter City, State, ZIP Above

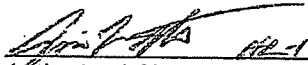
XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Huachuca City Police Department

Enter Agency Name Above



Authorized Signature Above

Jim Thies, Chief

Print Name & Title Above

March 2, 2022

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

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

**Operation Stonegarden
Administration Information**

In the spaces below provide agency information.

Agency:	Huachuca City Police Department
Border Funding County:	Cochise
Agency Point of Contact Name:	Gerri Ricci
Title:	Administrator
Email Address:	gsullivan@huachucacityaz.gov
Office Phone Number:	(520)456-1353
Cell Phone Number:	(520)224-0220
Address in which you receive mail:	500 N Gonzales Blvd, Huachuca City, AZ 85616

Agency Head

Name:	James Thies
Title:	Chief of Police
Email Address:	jthies@huachucacityaz.gov
Office Phone Number:	(520)456-1353

Agency Resources

Total staffing of AZ POST certified peace officers:	5
Average number of AZ POST certified peace officers in OPSG deployments: Daily, Weekly and Monthly:	4 Officers averaging one 10 hour shift each per week: 40 hours per week, 160 hours per month. (Approximately 16 10 hour shifts a month.)
Total number of dispatchers?	0
Number of dispatchers per shift?	HCPD Dispat. by a regional center is ched center
Ratio of dispatchers to officers on shift?	
Total number of marked fleet vehicles:	5
Other OPSG Assets (OPSG-dedicated vehicles, Aircraft, UTVs, etc.):	1 2014 Ford Explorer

**Operation Stonegarden
Overtime and Mileage Justification**

In the space below provide a detailed justification for the amount of Overtime and Mileage funds you are requesting. The requested amount of overtime and mileage should be realistic to your previous funding amounts as well as your anticipated number of deployments within a 12-month period. You should reference your previous funding allocations and how well you expended those funds. Questions that must be answered:

- How many deployments each week will your agency be conducting?
- What will be your monthly Overtime/Mileage grant expenditure rate? (in dollars and percentage of your total grant award)
- Is your agency fully staffed? If not, how do you plan to expend OSPG funds, if

HCPD is finally fully staffed and trained and, barring small glitches that crop up from time to time, running at full capacity. We now have 4 officers working the OPSG detail on a regular basis. I have interviewed our officers to see what kind of commitment I can count on from each. They have collectively committed to working a minimum of four 10 hour shifts a week. 2 of HCPD's officers have stated that they wish to work at least one extra 10 hour shift each a month, but, as neither sounded firm in their convictions when interviewed, I have opted to calculate out for the minimum. Having said that, based on the commitment from each officer, we will be asking for \$58,240.00 for overtime, and plan to expend a minimum of \$4,853.33 per month, which would be 8.33%. In line with that, we also plan to expend 8.33% (1/12th) of the requested ERE funds and mileage funds per month.

**Operatio } onegarden
Budget Template - Overtime/ERE**

Please provide information pertaining to anticipated sworn and non-sworn overtime expenditures for OPSG deployments based on the categories listed below. OPSG is focused on providing high visibility, uniformed patrols in support of the Border Patrol mission. Overtime and ERE benefits (retirement, Worker's Compensation, Social Security, and Medicare) for sworn personnel are allowable expenses. Non-sworn overtime and ERE benefits are limited to dispatchers working in support of OPSG deployments. Allowable ERE benefits for dispatchers includes retirement, Worker's Compensation, Social Security, and Medicare. *Note: All gray fields will be calculated for you based on the information you enter.*

OVERTIME

	Average Hourly Overtime Rate	Planned # of Hours/Deployment	Planned # of Personnel/Deployment	Planned # of Deployments/Year	Total Overtime Costs
Sworn	\$28.0000	10	4	52	\$58,240
Non-Sworn					\$0
				Total Overtime Costs	\$58,240

EMPLOYEE RELATED EXPENSES (ERE)

Please enter the ERE benefit rate as a percentage (example: 10% should be entered as 0.10).

	Retirement	Worker's Compensation	Social Security (Part of FICA)	Medicare (Part of FICA)	Allowable ERE Benefit Rate
Sworn	15.00%	3.00%	6.20%	1.45%	25.65%
Non-Sworn			6.20%	1.45%	7.65%

	Total Overtime Costs	Allowable ERE Benefit Rate	Total ERE Costs
Sworn	\$58,240	25.65%	\$14,939
Non-Sworn	\$0	7.65%	\$0
		Total ERE Costs	\$14,939

TOTAL OVERTIME + ERE

	Total Overtime Costs	Total ERE Costs	Total Overtime + ERE
Sworn	\$58,240	\$14,939	\$73,179
Non-Sworn	\$0	\$0	\$0
		Total Overtime + ERE Costs	\$73,179

**Operation Stonegarden
Budget Template - Equipment**

Equipment funded by the OPSG grant program must be used for activities that directly relate to providing enhanced coordination between law enforcement and CBP.

Describe in detail the justification for your Equipment funding request:

HCPD is requesting 1 License Plate reader for the 2014 Ford Explorer to assist in the quick and accurate collection of vehicle information while patrolling on OPSG details. We are also requesting a gun rack and equipment box to assist in the organization of the Explorer, as well as a computer mount and a power docking station for the officers to use with their MDCs while on duty, and a new radar unit to replace the current one, which is inoperable.

If you are requesting to replace previously OPSG grant funded equipment with this new award, describe the type, age and condition of existing equipment:

As mentioned above, we would be replacing the 7 year old radar unit that is inoperable. The computer mount and power docking station, also both 7 years old, are also both inoperable at this time - the docking station is burnt out, and the arm on the computer mount no longer moves to adjust to different officers.

Please provide an itemized list of your equipment needs under the FFY 2021 OPSG. Include the AEL #, a description, and cost per unit for each equipment item being requested. Do not provide brand names (all grant funded equipment must be competitively bid). The cost per unit MUST be inclusive of taxes, shipping and handling, and installation costs (if applicable). The total cost will be calculated for you. As a reminder, all equipment requested must supplement and not supplant organization capabilities to support the Border Patrol mission. Note: All gray fields will be calculated for you based on the information you enter. If you have any questions regarding the AEL, please contact Michael Stidham at 602-542-7041 or mstidham@azdohs.gov.

AEL #	Equipment Description	Quantity	Cost Per Unit	Total Cost
03OE-01-ALPR	system, Automated License Plate Recognition	1	\$32,773	\$32,773
04HW-01-MOBL	computer mount	1	\$900	\$900
12VE-00-MISS	docking station w/power	1	\$1,521	\$1,521
12VE-00-MISS	unit, dual ka-band directional w/cables & m	1	\$3,052	\$3,052
12VE-00-MISS	dual, partition mount gun rack	1	\$624	\$624
12VE-00-MISS	2 drawer box, 40" x 25" x 20"	1	\$3,260	\$3,260
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Equipment Request Amount				\$42,130

Operator: Onegarden
 Budget Template - Mileage

Please provide the anticipated mileage your agency will drive for all OPSG deployments. If you requested lodging and meal per diem for OPSG deployments requiring travel, please include your travel-related mileage request here. The Arizona State rate for mileage is currently \$0.445/mile. Note: All gray fields will be calculated for you based on the information you enter under Anticipated Mileage.

	Anticipated Mileage	Mileage Rate	Total Mileage Costs
OPSG Deployments	12,000	\$0.445	\$5,340.00
Travel		\$0.445	\$0.00

Total Mileage	12000
Total Mileage Costs	\$5,340

Operation Stonegarden

Project Activities

Detail how your agency will utilize OPSG grant funds each 3-month period for pre-coordinated deployments, approved equipment procurement and operational use. These will be the basis for your programmatic quarterly reporting.

OVERTIME/MILEAGE

Quarterly Activity #1 (1st 3-month Period):

Conduct high intensity traffic enforcement in the SR 90, 82 and 80 corridors to stem the flow of illegal aliens, human trafficking, illegal weapons and drugs, and undeclared currency while providing border patrol with intelligence and

Quarterly Activity #2 (2nd 3-month Period):

Conduct high intensity traffic enforcement in the SR 90, 82 and 80 corridors to stem the flow of illegal aliens, human trafficking, illegal weapons and drugs, and undeclared currency while providing border patrol with intelligence and

Quarterly Activity #3 (3rd 3-month Period):

Conduct high intensity traffic enforcement in the SR 90, 82 and 80 corridors to stem the flow of illegal aliens, human trafficking, illegal weapons and drugs, and undeclared currency while providing border patrol with intelligence and

Quarterly Activity #4 (4th 3-month Period):

Conduct high intensity traffic enforcement in the SR 90, 82 and 80 corridors to stem the flow of illegal aliens, human trafficking, illegal weapons and drugs,

EQUIPMENT

Quarterly Activity #1 (1st 3-month Period):

order and purchase all equipment requested and approved; begin properly marking equipment as it is received, and then having it installed on the 2014

Quarterly Activity (2nd 3-month Period):

Continue marking and installing equipment as it is received; begin actively using the license plate reader as soon as it is ready during all detail patrols

Quarterly Activity (3rd 3-month Period):

Using the radar, license plate reader, computer mount and power docking station while performing details; making regular checks of the long gun and

Quarterly Activity #4 (4th 3-month Period):

using the radar, license plate reader, computer mount and power docking station while performing details; making regular checks of the long gun and equipment stored in the box in the back

Operator, Lonegarden
Budget Template - Summary

Budget Category	Requested Amount
Overtime/ERE	\$73,179.00
Equipment	\$42,130.00
Travel	\$0.00
Mileage	\$5,340.00
Total Requested	\$120,649.00

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: **Huachuca City Police Department**

Person completing survey: **Gerri Ricci**

Date: **3/1/2021**

email: **gsullivan@huachucacityaz.gov**

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers.

18-AZDOHS-OPSG-180417-01, 20-AZDOHS-OPSG-200415-01

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

Yes No

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes No

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

**Arizona Department of Homeland Security
Federal Funding Accountability and Transparency Act
(FFATA)**

Name of Agency

Huachuca City Police Department

DUNS Number (Contact your Finance Department for more information)

2467413

10-Digit Zip Code + 4 (XXXXX-XXXX)

85616-0000

Is 80% or more of your annual gross revenues from Federal awards?

YES

NO

X

Do you receive \$25 million or more annually from Federal awards?

YES

NO

X

If you answered "YES" to BOTH questions, you are required to complete the following:

Names and Total Compensation of Top Five paid executives:

NIMS Compliance Certification

Subrecipient Information

Agency: Huachuca City Police Department

1.a. Select your jurisdiction type:

- Tribal Nation County/Parish/Township/Borough City/Urban Area Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for the current Fiscal Year? Yes No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

- | | | | |
|-------------------------------|---|-----------------|---|
| Emergency Operations Plans | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Mitigation Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Standard Operating Procedures | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Training Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Standard Operation Guidelines | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Continuity Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| All Hazard Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

- | <u>Intrastate Agreements</u> | | | <u>Interagency and Interstate Agreements</u> | | |
|----------------------------------|---|--|--|---|--|
| Throughout the State/Territory? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Throughout the jurisdiction? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include the Private Sector? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include the Private Sector? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include NGOs? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include NGOs? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include Tribal Nations? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include Tribal Nations? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

- Yes, all appropriate training Yes, some appropriate training No

5.b. If yes, which of the following has been incorporated?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input checked="" type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements | <input checked="" type="checkbox"/> Public Information |

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

- Yes No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

- | | |
|--|--|
| <input type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input type="checkbox"/> Incident Command System |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing | <input type="checkbox"/> Multiagency Coordination System |
| <input type="checkbox"/> Mutual Aid or Assistance Agreements | <input type="checkbox"/> Public Information |

Other (please specify):

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

- Yes, all appropriate exercises Yes, some appropriate exercises No

NIMS Compliance Certification

8.b. If yes, which of the following has been incorporated?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input checked="" type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements | <input checked="" type="checkbox"/> Public Information |

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

- | | |
|--|--|
| <input type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input type="checkbox"/> Incident Command System |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing | <input type="checkbox"/> Multiagency Coordination System |
| <input type="checkbox"/> Mutual Aid or Assistance Agreements | <input type="checkbox"/> Public Information |

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets?

- Yes No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets?

- Yes No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>

- Yes No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>

- Yes No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

- Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
 Update training to ensure all applicable NIMS concepts and principles are incorporated.
 Incorporate additional NIMS concepts and principles into exercises.
 Make communication and information management practices consistent with NIMS.
 Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions.
 Increase adoption of the Incident Command System. Increase adoption of Multiagency Coordination Systems
 Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident?

- Yes No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

Gerri Ricci, Administrator

Print Name and Title

March 1, 2021

Date

OPSG Agency Responsibilities

A. Specific Responsibilities:

1. Saturation Patrols of known communities where high levels of criminal activities occur due to illicit acts by undocumented aliens and narcotics traffickers.
2. Patrol Interdiction Operations consisting of reasonable suspicion stops of potential undocumented aliens and narcotic loads along known corridors.
3. Coordination of resources and intelligence between Stonegarden participants and the US Border Patrol.
4. All Stonegarden funds allocated within Arizona must support CBP's border security mission. All Stonegarden deployments must be pre-coordinated, approved and directed as part of the block schedule, named CBP operation or pre-coordinated ad hoc operation.

Border Patrol Responsibilities

- * Operational Control: Border Patrol management at the Sector and Station level will closely coordinate with participating agencies and ensure that deployments are in alignment with the station and sector objectives.
- * Station personnel will work collaboratively with participating agencies to identify border security threats within their respective Area of Responsibility (AOR).
- * In the absence of specific named operations, stations will pre-coordinate ad hoc OPSG deployments or create and provide bi-weekly block schedules to participating agencies (dates, times, and locations).
 - o SLT Officers/Deputies may conduct ad hoc OPSG operations which are not part of a named operation or are not part of the block schedule if pre-coordination has taken place with the appropriate Border Patrol Station or identified BP Point of Contact.
- * Border Patrol will identify a sector and/or station point of contact that will:
 - o Coordinate and approve every OPSG deployment.
 - o Review Daily Activity Reports.
 - o Create and provide block schedules.
- * When practical, based on the deployment location of OPSG officers and BP station locations, participating agencies should be encouraged to attend station musters.
- * If applicable, coordination with the Office of Field Operations regarding outbound operations should be encouraged.
- * Station personnel are required to provide OPSG participants with actionable intelligence.

Participating Agency Responsibilities

- * Participating agencies will work collaboratively to identify border security threats within their Area of Responsibility (AOR).
- * Participating agencies will adhere to the station block schedule, pre-coordinated ad hoc deployment location or deployment scheme within a specific named CBP Operations Order

* Participating deputies/officers will advise Border Patrol dispatch and/or the duty Field Operations Supervisor (shift commander) when beginning and ending their shift.

o In the event a participating agency's jurisdiction covers multiple BP station AORs, a BP single POC can be identified to streamline the process.

o Notification to the BP Station or identified BP POC can be made by phone prior to the participating officer's departure to the pre-coordinated deployment area.

* Participating deputies/officers will provide Border Patrol Stations with intelligence gathered during deployments.

o In the event of arrest or seizure, pertinent information such as vehicle registration information, suspect information, seizure location and concealment methods should be inc

o In the event that a participating agency's jurisdiction covers multiple BP station AORs, a single Border Patrol POC can be identified to receive the information and to streamline the process.

* Participating agencies will provide Border Patrol Stations with a Daily Activity Report within two days after each deployment.

Stonegarden Deployments

At the discretion of the CBP/BP Sector Chief Patrol Agent, partnering state, local, and tribal (SLT) agencies may conduct additional border security operations (discussed below) to support Tucson or Yuma Sector as part of a specific named operation or ad hoc operations which are not part of the block schedule. These additional enforcement operations will require pre-coordination of the ad hoc operation or a separate and approved CBP Operations Order (Tucson or Yuma Sector and Joint Task Force - West concurrence). All Stonegarden deployments discussed below must be conducted on overtime status. The additional OPSG enforcement operations are defined below.

* Specific Named Operations: SLT Officers/Deputies may perform the function of interdiction assets, observation posts, forward operating base/camp support, etc. in support of specific named Sector operations.

* Specialty Teams: SLT Officers/Deputies may support Sector specialty teams (i.e. DISRUPT – plain clothes surveillance/interdiction operations).



* Pairing of Authority: SLT Officers/Deputies may ride in the same vehicle as Border Patrol Agents and conduct joint enforcement operations.

* Targeted Enforcement: SLT Officers/Deputies may support Sector targeting of specific people, organizations, terrain, etc.

* Pre-coordinated ad hoc OPSG Operations: SLT Officers/Deputies may conduct ad hoc operations which are not part of a named operation or are not part of the block schedule if pre-coordination has taken place with the appropriate Border Patrol Station or identified BP Point of Contact.

B. Coordinating Instructions:

All operational reports are submitted in advance to the Border Patrol for use in determination and analysis of areas that may need focused law enforcement attention. Coordination of operations throughout the state by Local, State, and Federal law enforcement are outlined within our individual operational orders that are submitted to facilitate sanctioned Operation Stonegarden operations through the Arizona Department of Homeland Security.

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Huachuca City Police Department - Attention: James Thies	Date:	11-06-22		
Project Name:	L5M	Quote ID:	DRC-0250-01		

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

(1) 2 CAMERA MOBILE LPR SYSTEMS

Includes 5 years of license fees

First year of warranty, extended warranty can be purchased

Installation to be done by MHQ in Chandler

Qty	Item #	Description
(1)	Mobile LPR SYS-1 CDM-2-34--L5M	Mobile LPR 2-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> • Qty=1 12mm lens package • Qty=1 16mm lens package • VLP-5200 Processing Unit • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS antenna <u>Software:</u> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
(5)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant

		<ul style="list-style-type: none"> o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(2)	U-BASE-SET	High Impact Camera Magnet <ul style="list-style-type: none"> • Made for heavy weighted LPR cameras (Reaper) or high impact applications • One required per camera
(2)	L5F-CAMERA-CBL-30FT-THIN	L5F Camera Cable - 30 FT
(1)	VS-SHP-01	Vigilant Shipping Charges - Mobile <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
(1)	VS-TAXES	Huachuca City Tax Rate of 8% of \$11,496.00 in Hardware Only= \$919.68
(1)	VS-INSTALL	MHQ Installation
Subtotal Price		\$21,340.68

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.

Quoted by: David Callister - MOTOROLA - 520-490-4488 - dave.callister@motorolasolutions.com

Total Price	\$21,340.68
--------------------	--------------------

FY 2021 Operation Stonegarden Grant Program
Budget Detail - Equipment
Agency: Huachuca Police Department
Subrecipient Agreement #: 210423-02

COPY

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Automated License Plate Recognition	03-OE-01-ALPR	1	\$32,773	\$32,773	
4x4 OSPG Vehicle with Uplift	12VE-00-MISS	1	\$70,000	\$70,000	
MDC	04HW-01-MOBL	1	\$6,500	\$6,500	
Docking Station w/Power	04HW-01-MOBL	1	\$2,000	\$2,000	
Radar Unit Dual Kaband Directional w/Cables & Mounts	03OE-01-XDAR	1	\$3,052	\$3,052	
Vehicle Mounted FLIR Spotlight Camera System (for OSPG-Dedicated SUV)	03OE-02-TILA	1	\$2,000	\$2,000	
Mobile Radio	06CP-01-MOBL	1	\$9,000	\$9,000	
					\$125,325

Project Point of Contact

Jim L. Torres *[Signature]* 3/9/22
 Print Name Signature Date

AZDOHS Staff

Belinda Torres *[Signature]*
 Print Name Signature Date

This form is to be signed and returned.



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2023-03

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, APPROVING THE 2022 COCHISE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, Cochise County, including the Town of Huachuca City, has historically experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms, high winds and hazardous materials incidents; and

WHEREAS, these hazards threaten public safety and result in loss of property, life, and other hardships; and

WHEREAS, to help mitigate these hazards and hardships, the County, and the municipal jurisdictions within the County, have developed the 2022 Cochise County Multi-jurisdictional Hazard Mitigation Plan [the "Plan"]; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedures for the County, and jurisdictions within the County, including the Town of Huachuca City; and

WHEREAS, a copy of the Plan is available in the Office of the Town Clerk; and

WHEREAS, the Mayor and Council have reviewed the Plan and find that adopting the Plan is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Huachuca City, Arizona, that:

1. The 2022 Cochise County Multi-jurisdictional Hazard Mitigation Plan is hereby declared to be a public record, and the Town Clerk shall maintain copies of the Plan for public review.
2. The 2022 Cochise County Multi-jurisdictional Hazard Mitigation Plan is hereby adopted.
3. The Plan shall be implemented, monitored and maintained by the officials and staff designated within the Plan for a period of at least five years.
4. Any future revisions and Plan maintenance actions required by the Disaster Mitigation Act of 2000, as amended, and FEMA, are hereby adopted as part of this Resolution for a period of five years from the date of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF HUACHUCA CITY this 26th Day of January, 2023.

Johann Wallace, Mayor

ATTEST:

APPROVED AS TO FORM:

Brandye Thorpe, Town Clerk

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

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ORDINANCE NO. 2023-01

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.10 “DEFINITIONS,” SECTION 18.10.010 “DEFINITIONS,” AND CHAPTER 18.100 “SUPPLEMENTAL REGULATIONS,” SECTION 18.100.210 “HOME BASED BUSINESSES,” TO CHANGE THE DEFINITION OF HOME OCCUPATION AND REVISE THE ZONING REGULATIONS PERTAINING TO HOME BASED BUSINESSES.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, pursuant to A.R.S. 9-462.01 (A) and (C), the Town is empowered to adopt and amend zoning regulations and conditional property uses; and

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to home based businesses; and

WHEREAS, a public hearing was held on January 18, 2023, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on January 26, 2023, and at a subsequent meeting on February 9, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.10 “DEFINITIONS,” section 18.10.010 “Definitions” at “Home occupation,” is deleted in its entirety and replaced with the following text:

“Home-based business” means the use of a dwelling unit for gainful employment provided the occupational use is incidental to the primary use of the dwelling unit as a residence.

SECTION 2. The Code, Title 18 “ZONING,” Chapter 18.100 “SUPPLEMENTAL REGULATIONS,” section 18.100.210 “Home occupations,” is deleted in its entirety and replaced with the following text:

18.100.210 Home-based business

A. Business license required.

1. A home-based business may be permitted in any residential district upon application to the Town Clerk and is subject to review by the zoning administrator.
2. The Town Clerk shall review the application and issue a business license provided the proposed use does not violate the Standards outlined in this Section.
3. If the applicant is not the owner of the property, the property owner must give written permission to operate the business on the property. A copy of the owner’s letter must be attached to the application.

B. General provisions

1. The residential character of the property shall be maintained and show no indications that a home-based business is being conducted on the premises (other than signage as allowed in this Section).
2. Customers may patronize a home-based business between the hours of 6:00 am to 8:00 pm.
3. The home-based business must occupy no more than 25% of the gross floor area of the principal building (home) or take place within an accessory structure approved by the Town.
4. Remodeling of the home or installing mechanical and/or electrical equipment not customarily found in a residential dwelling, when specifically needed to accommodate the home-based business, is not allowed.
5. Outside display or storage of stock-in-trade, parts or materials related to the home-based business upon the premises is not allowed.
6. A home-based business is limited to one full-time employee or equivalent in addition to those employees residing at the residence.
7. Employees not working at the residence may not congregate at the home to perform daily operational activities.
8. Increases in traffic and parking generated by the home-based business should not be noticeable to the neighborhood.
9. Noise, vibrations, odors, heat or glare in a home-based business shall not be detectable beyond the property line.
10. The storage of hazardous materials in a home-based business must comply with the adopted versions of the International Building Code and International Fire Code.
11. A home-based business may not have a semi-tractor/trailer deliver goods to the residence nor use one in the daily operation of the business.

12. A home-based business that uses heavy equipment, such as construction equipment, must store the equipment at a commercial location.

13. Short-term sales are exempt. A home-based business license is not required when conducting short-term sales from a residence. Time frames for short-term sales shall not exceed three days for any single event.

B. Signage.

1. Limited to one non-illuminated wall sign.
2. Total wall sign area shall not exceed 3 square feet.
3. May be affixed to the main wall of the main residence dwelling.

C. Prohibited Home Based Business Uses.

1. The operation of a weapons merchant is strictly prohibited as a home based business. This includes the sale, mail order, trade, manufacture, display, storage, or repair of any sort of weapon, ammunition, explosive device and/or material including all weapons prohibited under ARS Section 13-3101.

2. Barber and beauty shops, nail salons, commercial stables, cosmetologists, pet grooming or boarding, embalmers and morticians, human and animal medical/dental services, massage therapists, restaurants, storage, all auto-related service and repair, automotive sales of two or more vehicles on the property at any given time.

SECTION 3. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 4. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 5 The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the town and on the town's website, and to publish this Ordinance as required by A.R.S. 9-812; 9-813 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 9TH DAY OF FEBRUARY, 2023.

[signatures follow]

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

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ORDINANCE NO. 2023-02

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 “ZONING,” CHAPTER 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” TO REVISE OFF-STREET PARKING AND LOADING REQUIREMENTS AND PARKING LOT DESIGN STANDARDS.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, pursuant to A.R.S. 9-462.01 (A) and (C), the Town is empowered to adopt and amend zoning regulations and conditional property uses; and

WHEREAS, the Town Council has determined that it would be in the best interest of the health, safety and welfare of the Town’s residents to revise the Town’s zoning regulations pertaining to off-street parking and loading requirements and parking lot design standards; and

WHEREAS, a public hearing was held on January 18, 2023, to receive public comment, pro and con, for adopting the following Code amendment; and

WHEREAS, pursuant to A.R.S. 9-462.01 (I) and (J), the Town Council has considered the individual property rights and personal liberties of the residents of the Town, as well as the probable impact of the proposed Code amendments on the cost to construct housing for sale or rent; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on January 26, 2023, and at a subsequent meeting on February 9, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.010 “General off-street parking regulations,” is deleted in its entirety and replaced with the following text:

18.105.010 General off-street parking regulations.

In all zoning districts, off-street parking facilities shall be provided in an amount not less than that hereinafter specified, for the parking of self-propelled motor vehicles, for the use of occupants, employees, patrons, members, and clients of buildings and uses erected or established after the effective date of these regulations, and of existing buildings and uses which are expanded, enlarged or changed thereafter.

A. Required parking shall be available for the parking of operable automobiles for residents, customers, and employees. A required loading space shall not be used for any other purpose than the immediate loading or unloading of goods.

B. Buildings and uses in existence at the effective date of these regulations shall be exempt from parking requirements hereinafter specified; provided, however, that when such an existing building is remodeled so that it increases the usable floor area of the building, or an existing use of the premises is expanded, or whenever there is a change of use, or a new business license is required for a property, off-street parking shall be provided in the minimum amount hereinafter specified for that kind of use. The requirement for the parking to be hard-surface pavement would be as follows:

1. If current parking is hard surface, any additional parking required shall also be of comparable hard-surface material.
2. If current parking is not of hard surface, hard surface parking would be required to meet the minimum number of parking spaces for ADA only.
3. If no parking exists for the property, hard surface parking would be required to meet the minimum number of parking spaces for ADA only.

C. The owner or occupant of any building or use subject to off-street parking requirements under these regulations shall not discontinue or reduce any existing required parking lot without first having established other parking space in replacement therefor, which meets all requirements of these regulations.

D. The use of off-street parking space as required under these regulations, for the storage of merchandise, vehicles for sale or rent, or repair of vehicles, shall be expressly prohibited.

E. The owner or occupant of any building or use for which a parking area is being provided shall be responsible for the maintenance of the parking area. Failure to maintain the surface, lighting, and landscaping of the parking facility shall constitute a violation of these regulations.

F. No occupancy permit shall be granted for any structure until the parking areas intended for use by occupants of the building has been completed.

SECTION 2. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.020 “Computation of off-street parking requirements,” is deleted in its entirety and replaced with the following text:

18.105.020 Computation of off-street parking requirements.

- A. When a principal building or use includes several different types of activities which generate different levels of parking need, the parking spaces for each use shall be computed separately and the sum of each use shall determine the minimum number required for off-street parking spaces.
- B. When used in computation of off-street parking requirements, the term "employees" shall include proprietors and administrative personnel as well as all other personnel engaged on the premises in the use of a building, structure, or lot. The "number" of employees shall be the greatest number on duty on the premises at any one time, day or night.
- C. When computation of parking requirements results in a fractional requirement, any fraction shall be counted as one space.
- D. If a use is not specifically mentioned, the requirements for off-street parking facilities shall be the same as the use which, as determined by the Town, is most similar to the use not specifically mentioned.

SECTION 3. The Code, Title 18 "ZONING," Chapter 18.105 "OFF-STREET PARKING AND LOADING REGULATIONS," section 18.105.030 "Measurements of off-street parking space," is deleted in its entirety and replaced with the following text:

- A. Every required off-street parking space, except as hereinafter provided, shall have a minimum width of nine feet and a length of 20 feet, exclusive of access drives and aisles. When used as a unit of measurement of unmarked parking lots, each required space shall constitute an area of not less than 280 square feet which shall include drives and aisles.
- B. Motorcycle spaces may be counted towards the total number of parking spaces required for an authorized use, provided that not more than five percent of the total number of spaces are allocated to motorcycles.
 - 1. The size of a space for parking a two- or three-wheel motorcycle shall be one-half the size of that required herein for a conventional four-wheel vehicle, that is 140 square feet per space in an unmarked parking lot.
 - 2. In parking lots with marked spaces, the size of the space shall be no less than four and one-half feet wide and 20 feet in length, provided these spaces are aligned in the same row with spaces of four-wheel vehicles.
 - 3. If the parking spaces for motorcycles are separated from those allocated to four-wheel vehicles or not in the same line, the size of the motorcycle space shall be not less than four and one-half feet in width and 10 feet in length.

SECTION 4. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.040 “Location of required off-street parking,” subsection (B), is amended as follows with additions in underlined text:

B. For Nonresidential Uses. Required off-street parking shall be located within 300 feet of the building or use it is intended to service (except when an offsite parking lot is approved as an alternative), the distance being measured from the nearest point of the building or use to the nearest point of the parking lot; provided, however, that parking facilities for a stadium, auditorium, outdoor sports arena, or similar use may be located not farther than 1,300 feet from the nearest point of such building or use.

SECTION 5. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.050 “Methods of providing required off-street parking,” subsections (B) and (C), are amended as follows with deletions in ~~strikeout text~~ and additions in underlined text:

B. By the collective provisions of required parking for two or more buildings or uses whereupon the total of such parking shall be not less than the sum of the requirements for the several buildings or uses computed separately; provided, however, that if two or more of such buildings or uses have operating hours which do not overlap, the ~~board~~ Town may grant a reduction of individual and collective requirements based upon the special circumstances involved. A written contract for joint use of such facilities shall be executed between the parties concerned and copy filed with the zoning ~~inspector~~ administrator.

C. By securing the consent to use off-street parking facilities under another ownership which is not otherwise used during the principal operating hours of the building or use in question; provided, however, that consent shall be in written form and a copy filed with the zoning ~~inspector~~ administrator.

1. Such alternative location may be approved as part of the site plan review process, provided the parking provided at the alternative location is located within 600 feet of the use to be served, as measured along the most direct pedestrian route from property line to property line.

2. The pedestrian route shall not require the crossing of a collector or arterial street and shall be lighted.

3. Should the alternative parking location become unavailable, or the written agreement become null and void for any reason, the building or use shall secure another alternative parking location or meet one of the other methods noted above to provide the required off-street parking.

SECTION 6. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.060 “Schedule of required off-street parking,” is deleted in its entirety and replaced with the following text:

The minimum number of off-street parking spaces required for buildings, structures and uses shall be determined according to the schedule herein set forth. For use not specifically listed, requirements shall be the same as those for the most similar use listed.

Single and multi-family dwelling structures	2 spaces per dwelling unit
Apartment complex	2 spaces per apartment
Mobile home and recreational vehicle parks	2 spaces per mobile home or recreational vehicle plus 1 per employee per shift
Hotels and motels	1 space per guest room plus 1 per employee per shift
Churches, theaters, meeting rooms, community centers, libraries, civic clubs, museums	1 space per 4 seats plus 1 space per 3 employees
Office, retail, and public administration buildings	1 space per 200 square feet of usable floor area plus 1 space per 3 employees
Auto, truck, boat, trailer, or equipment rentals or sales	1 space per 1,000 square feet of sales-display area
Repair garages	At least 4 parking spaces for each service stall
Multi-unit shopping centers	6 spaces per 1,000 square feet of gross leasable area
Eating and drinking establishments	1 space per 100 sf of usable floor area plus 1 space per 3 employees
Medical and dental office	1 space per 200 square feet of office floor area plus 1 space per 3 employees
Primary and middle schools	1 space per employee plus a bus loading area to be determined by a site plan review
High school, college	1 space per employee plus one space for every 3 students

SECTION 7. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.070 “Parking lot placement regulations,” subsections (A) and (F), are deleted in their entirety and replaced with the text below, and subsection (H) is deleted in its entirety, without replacement:

18.105.070 Parking lot placement regulations.

A. Setback from a Street. Every part of a parking lot shall be set back from every lot line a sufficient distance to ensure that no part of any parked vehicle will project over any lot line.

1. Where a parking lot abuts a residential district across a street, a three-foot opaque obstruction to the lights from the parking automobiles must be provided between the parking lot and the street line. This shield may be in the form of a masonry wall, earth

berm, or depressed grade or any other method that achieves the same purpose and approved by the Building Official.

2. Where a parking lot abuts a residential district on the same side of a street and in the same block, no part of the parking lot shall be closer to the street line than the minimum required front setback for residential properties in the same block.

[(B), (C), (D) and (E) no changes]

F. Ingress and Egress. No entrance or exit to a parking lot shall be located closer to an abutting residential district than 15 feet. Except for single- or two-dwelling structures, lots with more than three parking spaces shall be provided with adequate aisles or turnaround areas so that all vehicles may enter the street in a forward manner.

[(G) no change]

[(F) deleted in its entirety]

SECTION 8. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.080 “Off-street loading requirements,” is renamed and replaced in its entirety as follows:

18.105.080 General Parking Lot Design Requirements.

A. Surfacing.

1. Hard surface parking is required for all new developments.
2. Required hard surface primary parking lots, driveways, and drive aisles shall be paved with 2” of asphalt over 4” of aggregate base course or reinforced concrete material over a compacted sub-base.
3. Secondary paved areas (such as overflow parking lots, on-site sidewalks, patios) can use alternate materials such as asphalt chip seal or decomposed granite upon approval from the building official.
4. Existing parking lots are permitted to retain their present surfacing, except as outlined in Section 18.105.010B. If maintenance is required, it can be maintained with present materials; however, if replacement is required, it must conform to the requirements outlined in this Section. If a request is made to pave a previously existing unpaved parking lot, it must conform to the requirements outlined in this Section.
5. Every parking lot shall be subject to approval by the building official.
6. Existing parking lots using chip and seal materials may be granted an annual exception by the building official; provided, that the lot is stabilized and maintained to acceptable standards so that neither a hazard nor a nuisance is created, and the existing parking lot meets all applicable regulations and standards for accessibility established by the ADA. If a hazard or nuisance is noted by the building official, the parking lot shall be required to

be repaired to acceptable standards or replaced to conform to the requirements outlined in this Section.

7. Exceptions for swap meet and flea market type business uses. Such uses shall be required to meet parking requirements to the satisfaction of the Zoning Administrator; however, hard surface paving shall not be required.

B. Drainage. All parking lots must be graded in such a manner as to allow for property drainage and to prevent the impoundment of surface water. Adequate drainage shall be provided to manage the run-off generated by the impervious surface area of the parking lot.

C. Screening. Where the interior side lot line or rear lot line of a parking lot, located in business or industrial districts, abuts a residential district and is not separated therefrom by an alley, a solid, unpierced, masonry screen wall not less than six feet in height above grade shall be erected abutting the lot line; provided, however, that in no case shall a screen wall extend closer to a street line than the minimum required setback for residential properties on the same block.

D. Landscaping. The area between the street line and the parking lot shall be suitably landscaped and maintained by the owner or operator of the parking lot.

E. Lighting. Parking lots used during hours of darkness shall be lighted. The overall height of lighting fixtures shall not exceed 27 feet above the grade, including base, and fixtures shall be so constructed and arranged to reflect light away from any adjacent residential district. Lighting less than 13 feet and six inches shall be protected against vehicular and pedestrian traffic. All lighting must also meet the requirements of Chapter 18.125.

F. Striping and signage. All hard-surface parking areas shall be striped and appropriate signage installed.

G. Handicapped parking. All parking areas and spaces shall conform to the standards specified in the Americans with Disabilities Act Accessibility Guidelines and amendments. The handicapped parking space shall be appropriately striped, with a parking space sign permanently placed in front of the space. All handicapped spaces shall be located as close to the entrance as possible.

SECTION 9. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” section 18.105.090 “Off-street loading requirements,” is replaced in its entirety as follows:

18.105.090 Off-street loading requirements.

In all zoning districts, for every building or part thereof, erected or enlarged after the effective date of these regulations, which is occupied or to be occupied by a manufacturing plant, storage warehouse, wholesale establishment, retail establishment, freight terminal, hospital, laundry, dry cleaning, mortuary, or similar use requiring receipt or distribution of materials or merchandise by motor truck, there shall be provided and maintained, on the same premises as the building or

use, adequate off-street loading space meeting the minimum requirements hereinafter specified. Loading space as hereinafter required shall not be considered as satisfying requirements for off-street parking space.

A. Schedule of Loading Space Requirements.

Space Requirements. Total Floor Area of Building	Number of Loading Spaces Required
1,000 – 10,000 square feet	1
10,000 – 30,000 square feet	2
30,000 – 50,000 square feet	3
For each additional 100,000 square feet	1 additional

B. Location of Loading Space. Required off-street loading space may occupy all or any part of a required rear yard, except as provided elsewhere in these regulations, and may be partially or entirely enclosed within a building. Where a side yard abuts an alley in a nonresidential district, loading space may be located in that side yard. In all cases, the off-street loading space shall be on the same lot or parcel of land as the structure they are intended to serve. In no case shall the required off-street loading space be part of the area used to satisfy the off-street parking requirements.

C. Use of Alley for Maneuvering Space. Where a building or use in a nonresidential district requiring off-street loading space abuts an alley, such alley may be used for maneuvering space for loading and unloading spaces; providing, however, that no alley abutting any residential district may be so used.

D. Measurement of Loading Space. Every required off-street loading space shall have a minimum width of 12 feet, a minimum length of 45 feet and a minimum height of 14 feet, exclusive of access aisles and maneuvering space.

E. Manner of using loading areas. No loading space shall be located so that a vehicle using the loading space projects into a public street. Loading space should be provided with access to an alley or, if no alley adjoins the lot, with access to the street. Any required front yard may not be used for loading.

SECTION 10. The Code, Title 18 “ZONING,” Chapter 18.105 “OFF-STREET PARKING AND LOADING REGULATIONS,” is amended by adding new section 18.105.100 “Plans required for off-street parking and loading spaces,” as follows:

18.105.100 Plans required for off-street parking and loading spaces.

Plans shall be submitted to and approved by the zoning administrator showing how the required parking and loading spaces are to be arranged in the area provided for the purpose. Such plans shall show access streets, alleys and drives, location of all points of ingress and egress, parking spaces, loading spaces, aisles and maneuvering space, and location and design of all screen walls, landscaping and lighting. Before issuance of a zoning compliance certificate, the zoning administrator may obtain the approval of the building official and/or public works director.

SECTION 11. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 12. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 13. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the town and on the town's website, and to publish this Ordinance as required by A.R.S. 9-812; 9-813 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 9TH DAY OF FEBRUARY, 2023.

Johann Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney