



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, March 9, 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 February 23, 2023.
- C.2 Consider approval of the Payment Approval Report.
- C.3 Consider approval of the disposal of a 2018 FORD Fiesta Grey 3FADP4EJ8JM114628 and a 2008 Nissan Altima BLK 1N4AL21E18N529687 through Public Surplus.

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]: Fry Fire Chief Mark Savage will present the quarterly update on fire protection and emergency medical services.

E.2 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2023-04 - DECLARING THE MONTH OF MARCH, 2023, AS WOMEN’S HISTORY MONTH IN THE TOWN OF HUACHUCA CITY.

E.3 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2023-06 - APPROVING AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH THE FT. HUACHUCA ARMY GARRISON FOR TOWN-PROVIDED SHUTTLE SERVICES.

E.4 Discussion and/or Action [Mayor Wallace]: ORDINANCE NO. 2023-06 – First reading of AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.60 “PLAN REVIEW,” AND CHAPTER 15.65 “BUILDING PERMIT FEES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR PLAN REVIEW AND BUILDING PERMITS WHEN MAKING CERTAIN REPAIRS OR IMPROVEMENTS TO REAL PROPERTY.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on March , 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. Brandye 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
February 23, 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, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (Not voting), Town Attorney Thomas Benavidez (Not voting).

Absent: Jean Smelt

c. Invocation

Elder Thomas leads the invocation.

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C.1 Consider approval of the Minutes of the Regular Council Meeting held on February 9, 2023.

C.2 Consider approval of the Payment Approval Report.

 **Motion:** Items listed on the consent agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

 **Motion:** Items listed on the consent agenda, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Debra Trate.
Motion passed unanimously.

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.

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E.1 Discussion and/or Action [Mayor Wallace]: Recognition of Kristy Ramirez, Finance Clerk and her service to the Town.


 **Motion:** Recognition of Kristy Ramirez, Finance Clerk and her service to the Town., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Compliments for all her work and efforts made for the Town, as well as wishes for a happy future were expressed. Kristy thanked Manger Harvey and the Council.


E.2 Discussion and/or Action [Mayor Wallace]: Proclamation No. 2023-03 - PROCLAIMING MARCH 2, 2023, AS "READ ACROSS AMERICA DAY."

 **Motion:** Proclamation No. 2023-03 - Proclaiming March 2nd, 2023, as "Read Across America Day"., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

E.3 Discussion and/or Action [Manager Harvey]: Resolution No. 2023-04 - AUTHORIZING THE TOWN TO PARTICIPATE IN THE STATE OF ARIZONA SURPLUS PROPERTY PROGRAM AND DESIGNATING ITS AUTHORIZED REPRESENTATIVES.


 **Motion:** Resolution No. 2023-04 Authorizing the Town to participate in the state of Arizona Surplus Property Program and designating its authorized representatives., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.


Mayor Wallace brought before Council, Manager Harvey, Clerk Thorpe, and Jim Halterman for representatives. Mayor Pro Tem Christy Hirshberg asked about adding Gerald Hursh.

RE  **Motion:** To approve the resolution with the amendment to add Gerald Hursh as an authorized individual., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.
Motion passed unanimously.


E.4 Discussion and/or Action [Mayor Wallace/Dr. Johnson]: Second reading of Ordinance No. 2023-05 AMENDING THE TOWN CODE, TITLE 3 "

VENUE AND FINANCE," CHAPTER 3.05 "PROCUREMENT AND INVESTMENT," SECTION 3.05.180 "EMERGENCY PURCHASES," TO ALLOW THE TOWN MANAGER TO EXPEDITE PROCUREMENT OF IMMEDIATELY NEEDED REPAIRS TO TOWN FACILITIES AND EQUIPMENT UP TO \$20,000 WITHOUT PRIOR APPROVAL OF THE COUNCIL.

 **Motion:** Second reading of Ordinance No. 2023-05 amending the Town Code, Title 3 "Venue and Finance", Chapter 3.05 "Procurement and Investment", Section 3.05.180 "Emergency Purchases", to allow the Town Manager to expedite procurement of immediately needed repairs to town facilities and equipment up to \$20,000 without prior approval of the Council., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Debra Trate.

 **Motion:** To approve Ordinance No.2023-05, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Debra Trate.
Motion passed unanimously.

E.5 Discussion and/or Action [Suzanne Harvey]: Approval of addendum to the contract for sale of the Town's property at 830 Arizona Street to provide for a survey of the property and to include additional contiguous property which has been used as part of the parking lot for the property.

 **Motion:** Approval of the addendum to the contract for the sale of the Town's property at 830 Arizona Street to provide for a survey of the property and to include additional contiguous property which has been used as part of the parking lot for the property., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace lead the Council through a pre-prepared packet that showed the changes proposed to the agreement (before a survey has been conducted). Mayor Wallace asked Manager Harvey if the survey would need to come back to the Council. Manager Harvey made know that would be a question for Attorney Benavidez. Mayor Wallace asked Attorney Benavidez if they approve the addendum would they have to bring the approval of the survey back to Council before it could be recorded? Attorney Benavidez answered it would not need to come back to Council.

 **Motion:** Approve the addendum to the contract for the sale of the property at 830 Arizona Street., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. **Motion passed unanimously.**

E.6 Discussion and/or Action [Suzanne Harvey]: Resolution No. 2023-05 - AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE U.S. ARMY TO PROVIDE TRANSIT SERVICES FOR BASE PERSONNEL FROM THE FT. HUACHUCA ARMY GARRISON.

Item was pulled to be looked at on a future agenda.

E.7 Discussion and/or Action [Suzanne Harvey]: Authorizing the Town Manager to spend up to \$25,000 to acquire a passenger bus.

 **Motion:** Authorizing the Town Manager to spend up to \$25,000 to acquire a passenger bus., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Jeffery Ferro.

Mayor Wallace made clear the bus is needed for reasons that will be made clear when they go over Item E.6. Manager Harvey explained the funds would be in the proposal and contract.

 **Motion:** To Author the Town Manager to spend up to \$25,000 to acquire a passenger bus. , **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Debra Trate. **Motion passed unanimously.**


E.8 Discussion and/or Action [Suzanne Harvey]: Approval of contract with attorney Patrick Greene to provide criminal prosecution services in the Town's municipal court.

 **Motion:** Approval of the contract with attorney Patrick Greene to provide criminal prosecution services in the Town's municipal court., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace stated it's a standard contract and any extra work or cost has to be pre-approved by the Town Manager. Manager Harvey made known it's already been drafted and agreed to by Mr. Greene.

 **Motion:** To approve the contract with Attorney Patrick Greene to provide criminal prosecution services in the Town's municipal court., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.
Motion passed unanimously.


E.9 Discussion and/or Action [Suzanne Harvey]: Approval to suspend the fares charged by the Town to ride the Town's circulator service.

 **Motion:** Approval to suspend the fares charged by the Town to ride the Town's circulator service., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace expressed his belief that this is a great idea. Sierra Vista has done this. The goal is to increase ridership. Councilmember Ferro asked how long the suspension would last. Manager Harvey replied her intention is to have the suspension last until the next budgeting cycle and the Council could make a decision then.

 **Motion:** To Approve the suspension of fares charged by the Town to ride the Town's Circulator Service., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.
Motion passed unanimously.

E.10 Discussion and/or Action [Mayor Wallace]: Establishing a program for recognizing outstanding residents and businesses.

 **Motion:** Establishing a program for recognizing outstanding residents and businesses., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace expressed his strong desire to have a way to recognize people and/or businesses, whether they live in town or not, that have had a positive effect on the Town and/or the community. A "Key to the City" type of thing. He wants to establish a program to be able to recognize these people. It wouldn't need to be a once-a-year thing. Councilmember Ferro stated he was happy it would be open to people and things outside of the Town.


 **Motion:** Establishing a program for recognizing outstanding residents and businesses, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Motion passed unanimously.

E.11 Discussion and/or Action [Mayor Wallace]: Decision on whether to interview applicants for the vacant council seat or extend the deadline.

 **Motion:** Decision on whether to interview applicants for the vacant council seat or extend the deadline., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

There were no applicants. Mayor Wallace really went over the wording of this item. Councilmember Ferro cautioned on only extending for a month.

 **Motion:** To have no deadline for filling the vacant council seat., **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.
Motion passed unanimously.

E. Reports of Current Events by Council

Councilmember Trate was ill and unable to attend the Hispanic Mixer.

Councilmember Ferro attended the SVMPO meeting. It was his first time attending and very interesting.

Councilmember Butterworth attended the SVMPO meeting, They decided the Chair and Co-chair. House Bill 25-43 Rural Transportation Projects cleared the House Appropriations committee and the Transportation committee. ADOT (probably in October) will be doing the upright changes on highway 90, from Kartchner Caverns all the way to Fry. Unknown where exactly they will start at. The Food Distribution was on Friday and had a good turnout. She will also be attending the Town Hall for Business meeting on Saturday.

Mayor Pro Tem Hirshberg will also be attending the Town Hall for Business meeting on Saturday.

Mayor Wallace went the Hispanic Chamber Mixer and talked about a history project we did about digitizing the Town's history. Sierra Vista is interested in doing the same. He also mentions the Business meeting coming up and mentions a future COX meeting. He brings to attention the fact that fiber cables are starting to be seen around town and asks that you let anyone in the county part of Huachuca City know that COX will be available to them.

Mayor Pro Tem Hirshberg really encourages everyone to go to the Cox meeting in March as it will have a lot to offer.

G. Adjournment

 **Motion:** Adjournment, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

Approved by Mayor Johann R. Wallace on March 9, 2023.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye 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 February 23, 2023. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye 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
Ace Hardware							
1020	Ace Hardware	189133/1	Restock 1" Schedule 40 PVC Pipe	02/16/2023	129.28	129.28	51-40-460
1020	Ace Hardware	189134/1	Cutting 3" Disk, 1/4" Ball Vavles a	02/16/2023	164.44	164.44	51-40-460
Total Ace Hardware:					293.72	293.72	
AFLAC							
1030	AFLAC	522033	Supplemental Employee Insuranc	01/26/2023	925.71	925.71	10-22520
Total AFLAC:					925.71	925.71	
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	1C9G-GTWM-4	500 No. 10 Single Window Envelo	03/01/2023	48.66	48.66	10-43-460
10491	Amazon Capital Services, Inc	1TQ1-C1LT-3K	3 pack of plug-in battery operated	03/01/2023	74.75	74.75	10-62-290
10491	Amazon Capital Services, Inc	167T-KPWQ-3J	3 pack plug-in battery operated ca	03/01/2023	74.51	74.51	10-68-290
10491	Amazon Capital Services, Inc	1DWT-HL4C-4	1 pack of 20 LICB CR2032 3V coi	03/01/2023	9.71	9.71	10-69-806
Total Amazon Capital Services, Inc:					207.63	207.63	
Antelope Run Electric, LLC							
10622	Antelope Run Electric, LLC	20967	Charges for installing Christmas Li	01/05/2023	750.00	750.00	10-60-530
Total Antelope Run Electric, LLC:					750.00	750.00	
Arizona Business Equipment							
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Town Hall	03/01/2023	30.42	30.42	10-43-300
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Police Dept	03/01/2023	65.36	65.36	10-51-295
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Fire Dept	03/01/2023	16.68	16.68	10-53-340
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Library	03/01/2023	45.57	45.57	10-62-300
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Water	03/01/2023	100.25	100.25	51-40-300
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Sewer	03/01/2023	100.25	100.25	52-40-300
10455	Arizona Business Equipment	AR28436	Copy Machine Usage/Landfill	03/01/2023	58.35	58.35	55-40-300
Total Arizona Business Equipment:					416.88	416.88	
AT&T							
1398	AT&T	5204561080_0	Court Landline Long Distance	02/19/2023	86.43	86.43	10-43-271
1398	AT&T	5204563034_0	Police Dept Long Distance	02/09/2023	83.50	83.50	55-40-340
Total AT&T:					169.93	169.93	
AZ Department of Corrections							
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- Admin	02/08/2023	40.25	40.25	10-43-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- Admin	01/24/2023	46.96	46.96	10-43-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- Admin	02/08/2023	25.29	25.29	10-43-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Admin	02/23/2023	28.29	28.29	10-43-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Admin	02/23/2023	61.33	61.33	10-43-366
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- PD	02/08/2023	4.47	4.47	10-51-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- PD	01/24/2023	5.20	5.20	10-51-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- PD	02/08/2023	2.81	2.81	10-51-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- PD	02/23/2023	3.13	3.13	10-51-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- PD	02/23/2023	6.81	6.81	10-51-366

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- PW	02/08/2023	17.89	17.89	10-57-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- PW	01/24/2023	20.87	20.87	10-57-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- PW	02/08/2023	11.25	11.25	10-57-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- PW	02/23/2023	9.43	9.43	10-57-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- PW	02/23/2023	20.45	20.45	10-57-366
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- LB	02/08/2023	44.72	44.72	10-62-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- LB	01/24/2023	52.18	52.18	10-62-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- LB	02/08/2023	28.13	28.13	10-62-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- LB	02/23/2023	31.43	31.43	10-62-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- LB	02/23/2023	68.15	68.15	10-62-366
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- Water	02/08/2023	80.51	80.51	51-40-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- Water	01/24/2023	93.92	93.92	51-40-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- Water	02/08/2023	50.63	50.63	51-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Water	02/23/2023	42.43	42.43	51-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Water	02/23/2023	92.00	92.00	51-40-366
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- Sewer	02/08/2023	80.50	80.50	52-40-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- Sewer	01/24/2023	93.92	93.92	52-40-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- Sewer	02/08/2023	50.63	50.63	52-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Sewer	02/23/2023	42.43	42.43	52-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- Sewer	02/23/2023	92.00	92.00	52-40-366
1315	AZ Department of Corrections	D12261 20230	Inmate Labor- LF	02/08/2023	89.44	89.44	55-40-366
1315	AZ Department of Corrections	D172242 2023	Inmate Labor- LF	01/24/2023	104.36	104.36	55-40-366
1315	AZ Department of Corrections	D172261 2023	Inmate Labor- LF	02/08/2023	56.26	56.26	55-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- LF	02/23/2023	62.86	62.86	55-40-366
1315	AZ Department of Corrections	D172285 2023	Inmate Labor- LF	02/23/2023	136.30	136.30	55-40-366
Total AZ Department of Corrections:					1,697.23	1,697.23	
AZ Dept of Public Safety							
1268	AZ Dept of Public Safety	521	Monthly Conversion Feb 2023	03/01/2023	4.00	4.00	20-40-200
Total AZ Dept of Public Safety:					4.00	4.00	
Az State Treasurer							
1274	Az State Treasurer	520	Monthly Conversion Feb 2023	03/01/2023	2,259.89	2,259.89	20-40-200
Total Az State Treasurer:					2,259.89	2,259.89	
BayScan Technologies, LLC							
10109	BayScan Technologies, LLC	73512	2 rolls spine/book label sets, librar	02/07/2023	122.19	122.19	10-62-290
Total BayScan Technologies, LLC:					122.19	122.19	
Brian Stultz							
10646	Brian Stultz	02022023	Community Center Deposit Refun	02/02/2023	75.00	75.00	10-36-500
Total Brian Stultz:					75.00	75.00	
Caterpillar Financial Commercial Acct Co							
10620	Caterpillar Financial Commercial	01/11/2023- 02/	Repair Track Assembly, Repair Fi	02/10/2023	4,873.42	4,873.42	55-40-846
Total Caterpillar Financial Commercial Acct Co:					4,873.42	4,873.42	
Caterpillar Financial Services Co.							
1760	Caterpillar Financial Services Co.	33502929	001-0959151-001 Model/Serial: D	02/05/2023	3,450.87	3,450.87	55-40-705
1760	Caterpillar Financial Services Co.	33502929	001-0959151-000 Model/Serial: 8	02/05/2023	3,313.82	3,313.82	55-40-705

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Caterpillar Financial Services Co.:					6,764.69	6,764.69	
CenturyLink							
10348	CenturyLink	5204561354_0	Town Hall Phone Service	02/07/2023	300.26	300.26	10-43-271
10348	CenturyLink	5204563034_0	Police Department Phone Service	02/07/2023	158.51	158.51	10-51-271
10348	CenturyLink	5204560374_0	Public Works Fax	02/07/2023	6.82	6.82	10-57-340
10348	CenturyLink	5204561063_0	Public Library Phone Service	02/07/2023	82.16	82.16	10-62-271
10348	CenturyLink	5204560374_0	Water Fax Machine	02/07/2023	30.04	30.04	51-40-340
10348	CenturyLink	5204560374_0	Sewer Fax Machine	02/07/2023	30.04	30.04	52-40-340
Total CenturyLink:					607.83	607.83	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4146401818	Uniforms- PW	02/13/2023	5.45	5.45	10-57-110
10067	Cintas Corporation No. 445	4146401818	Uniforms- Water	02/13/2023	24.52	24.52	51-40-110
10067	Cintas Corporation No. 445	4147701944	Uniforms- Water	02/27/2023	23.45	23.45	51-40-110
10067	Cintas Corporation No. 445	4146401818	Uniforms- Sewer	02/13/2023	24.52	24.52	52-40-110
10067	Cintas Corporation No. 445	4147701834	Uniforms- Sewer	02/27/2023	7.03	7.03	52-40-110
10067	Cintas Corporation No. 445	4147701944	Uniforms- Sewer	02/27/2023	23.45	23.45	52-40-110
10067	Cintas Corporation No. 445	4139321735	Landfill Uniforms	12/05/2022	48.40	48.40	55-40-110
10067	Cintas Corporation No. 445	4146401845	Uniforms- LF	02/13/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4147701805	Landfill Uniforms	02/27/2023	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4147701834	Landfill Uniforms	02/27/2023	113.10	113.10	55-40-110
10067	Cintas Corporation No. 445	4147701834	Uniforms- PW	02/27/2023	1.57	1.57	55-40-110
10067	Cintas Corporation No. 445	4147701834	Uniforms- LF	02/27/2023	7.03	7.03	55-40-110
10067	Cintas Corporation No. 445	4147701944	Uniforms- PW	02/27/2023	5.21	5.21	55-40-110
Total Cintas Corporation No. 445:					359.83	359.83	
City of Sierra Vista							
1702	City of Sierra Vista	FY23WP:GRT-	RTAC SVMPO Membership Dues	11/22/2022	64.00	64.00	52-40-360
Total City of Sierra Vista:					64.00	64.00	
Cochise County Treasurer							
1867	Cochise County Treasurer	519	Monthly Conversion Feb 2023	03/01/2023	15.90	15.90	20-40-200
1867	Cochise County Treasurer	519	Fill the Gap	03/01/2023	129.67	129.67	20-40-200
Total Cochise County Treasurer:					145.57	145.57	
DE Lage Landen Financial Services							
10476	DE Lage Landen Financial Serv	79153808	Copier Lease- Admin	03/15/2023	173.07	173.07	10-43-840
10476	DE Lage Landen Financial Serv	79153808	Copier Lease- Police	03/15/2023	73.33	73.33	10-51-705
10476	DE Lage Landen Financial Serv	79153808	Copier Lease- Library	03/15/2023	73.33	73.33	10-62-705
Total DE Lage Landen Financial Services:					319.73	319.73	
Elite Sales and Service, LLC							
2130	Elite Sales and Service, LLC	225162	Service and repair four weed eate	02/21/2023	214.91	214.91	10-57-540
Total Elite Sales and Service, LLC:					214.91	214.91	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EMPS5875527	Repair the Cutting Blades for the	02/07/2023	6,229.00	6,229.00	55-40-610
2220	Empire Southwest, LLC	EMPS5875528	Cutting Tips and Retainer Pins for	02/07/2023	313.31	313.31	55-40-610
2220	Empire Southwest, LLC	EMWK343322	Estimate "77722 A1", to repair the	02/06/2023	2,483.13	2,483.13	55-40-610

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
2220	Empire Southwest, LLC	EMWK343449	816K Packer awaiting PM1 Servic	02/08/2023	1,760.55	1,760.55	55-40-610
2220	Empire Southwest, LLC	EMWK343450	D6T Track Dozer, PM2 service du	02/08/2023	1,751.26	1,751.26	55-40-610
Total Empire Southwest, LLC:					12,537.25	12,537.25	
Ferguson Enterprises #1001							
2267	Ferguson Enterprises #1001	0350251	Restock 2 1/2" Ball Valve, needed	02/16/2023	418.30	418.30	51-40-460
Total Ferguson Enterprises #1001:					418.30	418.30	
General Fund(Trust)							
2364	General Fund(Trust)	522	Monthly Conversion- Feb 2023	03/01/2023	3,060.66	3,060.66	20-40-200
2364	General Fund(Trust)	522	Fill the Gap	03/01/2023	129.67-	129.67-	20-40-200
Total General Fund(Trust):					2,930.99	2,930.99	
Judith Salinas							
10647	Judith Salinas	02242023	Community Center Deposit Refun	02/26/2023	75.00	75.00	10-36-500
Total Judith Salinas:					75.00	75.00	
Judy Hall							
10645	Judy Hall	7185	Vender is KORALEEN, Credit Car	02/20/2023	1,252.96	1,252.96	51-40-610
Total Judy Hall:					1,252.96	1,252.96	
KE & G Construction, Inc							
10193	KE & G Construction, Inc	4	CDBG Park Project 12/01/2022- 1	01/01/2023	23,175.00	23,175.00	29-40-840
10193	KE & G Construction, Inc	5	CDBG Park Project 01/01/2023- 0	02/01/2023	4,320.00	4,320.00	29-40-840
Total KE & G Construction, Inc:					27,495.00	27,495.00	
Keith Arnett							
1483	Keith Arnett	26	Remote Operator Fee for Sewer S	02/13/2023	400.00	400.00	52-40-360
Total Keith Arnett:					400.00	400.00	
Kelly Lao							
10648	Kelly Lao	137494956	Water Deposit Refund	02/08/2023	90.00	90.00	51-21350
10648	Kelly Lao	137494956	Sewer Deposit Refund	02/08/2023	25.00	25.00	52-21350
Total Kelly Lao:					115.00	115.00	
Kyle Arnett							
2757	Kyle Arnett	03032023	Per Diem Lunches x 3, for EMT re	03/03/2023	36.00	36.00	10-51-660
2757	Kyle Arnett	03032023	Rifle Instructor Training Meals	03/03/2023	40.00	40.00	10-51-660
2757	Kyle Arnett	03032023	Rifle Instructor Training Meals	03/03/2023	60.00	60.00	10-51-660
2757	Kyle Arnett	03032023	Rifle Instructor Training Meals	03/03/2023	120.00	120.00	10-51-660
Total Kyle Arnett:					256.00	256.00	
Lal Enterprises, Inc							
3220	Lal Enterprises, Inc	62749	Return Check Fee	02/10/2023	12.00	12.00	10-43-122
Total Lal Enterprises, Inc:					12.00	12.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Leslie's PoolMart, Inc.							
2777	Leslie's PoolMart, Inc.	WPR9033712-	Repair or Replace Pump Motor at	02/10/2023	319.30	319.30	10-58-460
2777	Leslie's PoolMart, Inc.	WPR9033712-	Repair or Replace Pump Motor at	02/12/2023	559.06	559.06	10-58-460
2777	Leslie's PoolMart, Inc.	WPR9034060-	Repair or Replace Pump Motor at	02/16/2023	7.71	7.71	10-58-460
Total Leslie's PoolMart, Inc.:					886.07	886.07	
Lumen							
10507	Lumen	628131257	Town Hall Internet	02/01/2023	1,124.73	1,124.73	10-48-481
10507	Lumen	628776236	Current Charges 20%- Library Int	02/12/2023	168.91	168.91	10-62-481
10507	Lumen	628776236	Current Charges 80%- Erate Gran	02/12/2023	675.65	675.65	10-69-810
Total Lumen:					1,969.29	1,969.29	
Mac's Towing LLC							
9867	Mac's Towing LLC	29070	Kia LX5 T22000507	08/05/2022	100.00	100.00	10-51-505
9867	Mac's Towing LLC	8169	Ford Fiesta 14628	10/02/2022	100.00	100.00	10-51-505
Total Mac's Towing LLC:					200.00	200.00	
McCoy's Septic Pumping Service							
10230	McCoy's Septic Pumping Service	5743	Pump Station Dump	02/06/2023	190.00	190.00	55-40-360
10230	McCoy's Septic Pumping Service	5759	Pump Station Dump	03/02/2023	190.00	190.00	55-40-360
Total McCoy's Septic Pumping Service:					380.00	380.00	
Mountain View Air Conditioning & Heating							
10513	Mountain View Air Conditioning &	19880	Diagnostic and repair of crack line	02/23/2023	135.00	135.00	10-57-500
Total Mountain View Air Conditioning & Heating:					135.00	135.00	
Moyes Sellers & Hendricks							
10370	Moyes Sellers & Hendricks	38027	Gila River Adjudication Proceedin	02/21/2023	291.50	291.50	51-40-650
Total Moyes Sellers & Hendricks:					291.50	291.50	
Phoenix Welding Supply Co.							
10011	Phoenix Welding Supply Co.	RN01233213	Oxygen, Compressed 225 CF AR	01/31/2023	6.70	6.70	10-57-460
Total Phoenix Welding Supply Co.:					6.70	6.70	
PITNEY BOWES BANK INC							
3187	PITNEY BOWES BANK INC	02172023	Postage- Admin	02/17/2023	155.24	155.24	10-43-440
3187	PITNEY BOWES BANK INC	02172023	Postage- Water	02/17/2023	543.38	543.38	51-40-440
3187	PITNEY BOWES BANK INC	02172023	Postage- Sewer	02/17/2023	543.38	543.38	52-40-440
3187	PITNEY BOWES BANK INC	02172023	Postage- Landfill	02/17/2023	310.50	310.50	55-40-440
Total PITNEY BOWES BANK INC:					1,552.50	1,552.50	
Revival Animal Health							
1525	Revival Animal Health	INV198486	Canine Spectra KC3	02/08/2023	66.90	66.90	10-51-463
1525	Revival Animal Health	INV198486	Canine Spectra 10	02/08/2023	127.90	127.90	10-51-463
1525	Revival Animal Health	INV198486	Solo jec Feline 3	02/08/2023	86.90	86.90	10-51-463
1525	Revival Animal Health	INV198486	polar box for shipping vaccines	02/08/2023	27.37	27.37	10-51-463
1525	Revival Animal Health	INV198486	Discount	02/08/2023	15.00-	15.00-	10-51-463

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Revival Animal Health:					294.07	294.07	
Richard Miller							
10498	Richard Miller	523	Case Number: M0248CR2017001	03/01/2023	30.00	30.00	20-40-200
Total Richard Miller:					30.00	30.00	
Senergy Petroleum LLC							
10215	Senergy Petroleum LLC	SEN-472142	Diesel- PW	02/06/2023	9.26	9.26	10-57-476
10215	Senergy Petroleum LLC	SEN-475873	Diesel- PW	02/13/2023	10.23	10.23	10-57-476
10215	Senergy Petroleum LLC	SEN-479623	Diesel- PW	02/20/2023	11.26	11.26	10-57-476
10215	Senergy Petroleum LLC	SEN-483193	Diesel- PW	02/27/2023	14.01	14.01	10-57-476
10215	Senergy Petroleum LLC	SEN-472142	Diesel- Road User	02/06/2023	18.53	18.53	23-40-475
10215	Senergy Petroleum LLC	SEN-475873	Diesel- Road User	02/13/2023	20.46	20.46	23-40-475
10215	Senergy Petroleum LLC	SEN-479623	Diesel- Road User	02/20/2023	22.53	22.53	23-40-475
10215	Senergy Petroleum LLC	SEN-483193	Diesel- Road User	02/27/2023	28.02	28.02	23-40-475
10215	Senergy Petroleum LLC	SEN-472142	Diesel- Water	02/06/2023	83.37	83.37	51-40-476
10215	Senergy Petroleum LLC	SEN-475873	Diesel- Water	02/13/2023	92.06	92.06	51-40-476
10215	Senergy Petroleum LLC	SEN-479623	Diesel- Water	02/20/2023	101.38	101.38	51-40-476
10215	Senergy Petroleum LLC	SEN-483193	Diesel- Water	02/27/2023	126.09	126.09	51-40-476
10215	Senergy Petroleum LLC	SEN-472142	Diesel- Sewer	02/06/2023	74.11	74.11	52-40-476
10215	Senergy Petroleum LLC	SEN-475873	Diesel- Sewer	02/13/2023	81.83	81.83	52-40-476
10215	Senergy Petroleum LLC	SEN-479623	Diesel- Sewer	02/20/2023	90.12	90.12	52-40-476
10215	Senergy Petroleum LLC	SEN-483193	Diesel- Sewer	02/27/2023	112.08	112.08	52-40-476
10215	Senergy Petroleum LLC	SEN-472142	Diesel- LF	02/06/2023	1,667.46	1,667.46	55-40-476
10215	Senergy Petroleum LLC	SEN-475873	Diesel- LF	02/13/2023	1,841.14	1,841.14	55-40-476
10215	Senergy Petroleum LLC	SEN-479623	Diesel- LF	02/20/2023	2,027.61	2,027.61	55-40-476
10215	Senergy Petroleum LLC	SEN-483193	Diesel- LF	02/27/2023	2,521.82	2,521.82	55-40-476
Total Senergy Petroleum LLC:					8,953.37	8,953.37	
Sierra Vista NAPA							
3597	Sierra Vista NAPA	810136	Filter #394018, Tire Plug Kits, Pre	02/09/2023	243.18	243.18	55-40-460
Total Sierra Vista NAPA:					243.18	243.18	
Southern Tire Mart							
10357	Southern Tire Mart	6020049919	Replace front Right Tire 315 80R	01/18/2023	837.38	837.38	55-40-610
10357	Southern Tire Mart	6020050843	Estimate Repair or Replace Left F	02/13/2023	2,065.17	2,065.17	55-40-610
10357	Southern Tire Mart	6020051031	Replace or Repair the tire on the	02/13/2023	638.40	638.40	55-40-610
Total Southern Tire Mart:					3,540.95	3,540.95	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	910002611686	Gas Utility- Town Hall	02/01/2023	614.18	614.18	10-43-340
3879	Southwest Gas Corporation	910003589315	Gas Utility- Property A	02/01/2023	296.54	296.54	10-43-340
3879	Southwest Gas Corporation	910002356376	Gas Utility- Police	02/01/2023	559.34	559.34	10-51-340
3879	Southwest Gas Corporation	910002356376	Gas Utility- Fire Station	02/01/2023	559.35	559.35	10-53-340
3879	Southwest Gas Corporation	910002628087	Gas Utility- Community Center	02/01/2023	37.37	37.37	10-60-340
3879	Southwest Gas Corporation	910001889520	Gas Utility- Library	02/01/2023	174.36	174.36	10-62-340
3879	Southwest Gas Corporation	910002504729	Gas Utility- Senior Center	02/01/2023	83.04	83.04	10-68-340
Total Southwest Gas Corporation:					2,324.18	2,324.18	
Sparkletts							
3541	Sparkletts	11743448 0223	Black Hot & Cold Cooler Rental	02/23/2023	106.26	106.26	55-40-460

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
3541	Sparkletts	11743448 1229	Black Hot & Cold Cooler Rental	12/29/2022	129.03	129.03	55-40-460
Total Sparkletts:					235.29	235.29	
The Law Office of Jeffrey W. Thorpe							
10059	The Law Office of Jeffrey W. Thor	20230216D	Services for 1 deft 9 cases	02/16/2023	3,050.00	3,050.00	10-45-221
Total The Law Office of Jeffrey W. Thorpe:					3,050.00	3,050.00	
Toni Lindsay							
10649	Toni Lindsay	02102023	Water Deposit Refund	02/10/2023	16.54	16.54	51-21350
10649	Toni Lindsay	02102023	Sewer Deposit Refund	02/10/2023	25.00	25.00	52-21350
Total Toni Lindsay:					41.54	41.54	
Town of Huachuca City							
3132	Town of Huachuca City	516	Monthly Conversion Jan 2023	02/08/2023	3,762.95	3,762.95	20-40-200
Total Town of Huachuca City:					3,762.95	3,762.95	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15490452-A16	Internet Services- Landfill/PW	02/22/2023	90.66	90.66	55-40-480
Total TransWorld Network, Corp:					90.66	90.66	
Turner Laboratories, Inc							
4243	Turner Laboratories, Inc	23B0127	Coliform by Colilert	02/09/2023	74.50	74.50	51-40-510
4243	Turner Laboratories, Inc	23B0128	MPN, Fecal, Nitrogen	02/17/2023	133.00	133.00	52-40-702
4243	Turner Laboratories, Inc	23B0129	BOD Waste Water, MPN	02/17/2023	110.50	110.50	52-40-702
Total Turner Laboratories, Inc:					318.00	318.00	
Verizon Wireless							
4343	Verizon Wireless	9927092557	Cell Phone Jan 08- Feb 07 2023	02/07/2023	1,403.14	1,403.14	10-48-275
Total Verizon Wireless:					1,403.14	1,403.14	
Weber Water Resources							
10003	Weber Water Resources	18361	Cochise Well and Air Compressor	02/14/2023	2,222.50	2,222.50	51-40-610
Total Weber Water Resources:					2,222.50	2,222.50	
Wicked Limitz Graphics							
4447	Wicked Limitz Graphics	61574	Retirement plaque for library empl	01/31/2023	46.73	46.73	10-69-802
Total Wicked Limitz Graphics:					46.73	46.73	
Wist Office Products							
4169	Wist Office Products	2318751	Xer106R02775 Toner	02/17/2023	216.72	216.72	52-40-460
4169	Wist Office Products	2318892	Microwave AVAMT7V1B	02/17/2023	187.24	187.24	52-40-460
4169	Wist Office Products	2318750	Toner	02/17/2023	216.72	216.72	55-40-290
4169	Wist Office Products	2318749	Restock supplies and toner	02/17/2023	208.52	208.52	55-40-460
4169	Wist Office Products	2321497	Gloves, XL	03/02/2023	195.12	195.12	55-40-460
Total Wist Office Products:					1,024.32	1,024.32	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Grand Totals:					<u>98,766.60</u>	<u>98,766.60</u>	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

Huachuca City Fire Department Report – February 2023

Operational Updates:

- February saw our personnel responding to approximately 20 calls for service with only 13 patients transported. 10 patient transports occurred during peak hours by M161 and 3 occurred during off-peak hours or due to concurrent calls. Emergency calls continue to run smoothly and we anticipate some additional inter-agency training taking place in the coming months as weather continues to improve and we gear up for wildfire season. This month also saw our personnel respond to assist Sonoita Fire and EMS with a serious motor vehicle accident. As a result of the accident, we transported two young patients to Canyon Vista Medica Center and later transported those same patient and an air crew to Tucson due to inclement weather.
- This month also saw a few fire calls. One resulted in minor damage and was possibly due to a faulty water heater. Another resulted in the complete destruction of a mobile home. We continue to work well with Whetstone Fire District, Sierra Vista Fire and Medical Department and Ft. Huachuca Fire Department on emergency scenes.

Staffing:

- Personnel are continuing to perform well above standard with Lieutenants Alba and Yanez expected to complete their initial probation in April. FF Altamirano suffered a shoulder injury on a fire and is currently on light duty.

Apparatus Repairs / Maintenance:

- B161, E161, and M161 are all in service for calls with personnel continuing to work to equip the reserve fire engine E1611. The 2000-gallon water tender here has not been assigned to any calls yet, although we anticipate it will be used on wildfires over the next several months. We did cause some minor damage to E161 while we were measuring axle weights. Work on the damage investigation report and repairs are ongoing.
- DeMers is still working on building our new ambulances. Delivery is now anticipated in May. We are continuing to experience construction delays due to a change in the vendor they were using for the built-in medication refrigerators and supply chain issues.

Station Repairs / Maintenance:

- Vendor issues persist with the shower repair.
- Fire Station Alerting is continuing to work well!
- We are still waiting for some new fire hose and a few valve repairs for the pump on E161.

Grants:

- The thermal imaging camera reported on last month will be installed on E161. This camera displays differences in temperatures, giving firefighters better situational awareness while working. We'd be happy to provide a demonstration for anyone interested!

Town of Huachuca City

PROCLAMATION NO. 2023-04

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF MARCH, 2023, AS WOMEN'S HISTORY MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, women in Arizona's history have transformed the state and the entire nation through leadership in a wide range of fields including elected and appointed public service, military service, public safety, business, education, medicine, the arts and philanthropy; and

WHEREAS, the U.S. Congress passed legislation in 1981, which authorized and requested the President to proclaim the week of March 7, 1982, as "Women's History Week;" and

WHEREAS, the 2023 theme is "Celebrating Women Who Tell Our Stories." This theme recognizes women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, news, and social media; and

WHEREAS, many women from around the southeast region of our state have served the Town of Huachuca City with distinction in various capacities, including news reporters, writers, teachers, librarians and councilmembers.

NOW, THEREFORE, in honor and special recognition of the many ways that women tell our stories, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare March, 2023, as Women's History Month in the Town of Huachuca City.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 9th day of March, 2023.

Johann R. Wallace, Mayor

ATTEST:

Brandye Thorpe, Town Clerk

Thomas Benavidez, Town Attorney



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. 2023-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH THE UNITED STATES ARMY GARRISON AT FT. HUACHUCA.

WHEREAS, pursuant to 10 U.S.C. 2679, the United States Army Garrison at Ft. Huachuca [“Army Base”] is authorized to contract with local governmental entities to procure services needed for its operations; and

WHEREAS, pursuant to A.R.S. section 11-952, the Town is authorized to enter into intergovernmental agreements with other governmental entities, including federal entities, to provide services and support; and

WHEREAS, the Army Base is in need of shuttle transportation services for its personnel, and the Town is able to provide these services; and

WHEREAS, the Army Base and the Town have developed an intergovernmental services agreement, attached hereto as Exhibit (A) and incorporated herein by this reference, to provide the Army Base with the Town’s shuttle services; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Services Agreement is in the best interest of the Town and its residents.

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

Section 1. The Town is hereby authorized to enter into the Intergovernmental Services Agreement with the Army Base, attached hereto as Exhibit (A).

Section 2. The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.

Section 3. The Town Manager is hereby authorized to take all steps necessary and proper to implement said Agreement, hire and train personnel, and provide the shuttle services for the Army Base.

PASSED AND ADOPTED by the Mayor and Council of the Town of Huachuca City, Arizona, this 9th day of March, 2023.

ATTEST:

Johann Wallace, Mayor

Approved as to Form:

Brandy Thorpe, Town Clerk

Thomas Benavidez, Town Attorney

[Intergovernmental Services Agreement must be attached.]

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES ARMY GARRISON Fort Huachuca

AND

HUACHUCA CITY

W91QUS – IGSA - A60TC – 23 - 0002

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Huachuca City, an Arizona municipal corporation [hereafter Huachuca City or PUBLIC PARTNER], entered into pursuant to federal law codified at 10 USC 2679 and Arizona State law codified at A.R.S. 11-952. The federal statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The state statute authorizes the PUBLIC PARTNER to contract with a federal entity to provide services. The Secretary of the Army has delegated authority to COL John M. Ives (hereafter GC) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the PUBLIC PARTNER, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

A. Fort Huachuca will:

- a. Identify a Point of Contact (POC) as the IGSA-M who will serve as the installation's liaison with Huachuca City regarding concerns pertaining to the IGSA.
- b. Appoint a subject matter expert as IGSA Technical Representative (IGSA-TR) who will provide management and oversight of the Shuttle Service.
- c. Supervise and manage its personnel and bear all the responsibilities involved with its personnel, such as pay and benefits.
- d. Not expect or request that Huachuca City employees or any contractors it

engages for this IGSA act in any way on behalf of Fort Huachuca or the larger federal government.

- e. Approve rates for services for the upcoming fiscal year and incorporate agreed- upon rates in the written IGSA.
- f. Pay Huachuca City for services upon satisfactory achievement of the milestones identified in the Performance Work Statement (PWS), as specified in the Request for Proposal (RFP), depending on the services performed, or as otherwise specified herein.
- g. Notify Huachuca City of the annual renewal of the IGSA as early as possible but no later than 60 days prior to the expiration of the current performance period.

B. Huachuca City will:

- a. Perform Shuttle Transport services as described herein for Fort Huachuca and the Intelligence Center of Excellence (ICoE) once authorized to do so up to but not in excess of authorized amounts.
- b. Supervise and manage its Shuttle Service personnel involved with this IGSA and bear all the responsibilities involved with its personnel, such as pay and benefits and ensuring its employees and contractors comply with all applicable licensing, certification and other professional and legal requirements and apply due diligence in their work under this IGSA.
- c. Assume all responsibility for any contracted assistance it engages for purposes of this IGSA, including but not limited to using competitive procedures for awarding any such contract(s), with the understanding that this requirement does not apply to collective bargaining agreements between Huachuca City and its employees.
- d. Notify the IGSA agreement manager when it appears that the cost of the services will exceed the authorized amount in 30 days.
- e. Immediately stop performing all services under this IGSA when so directed by the IGSA-M or TR and/or upon termination of the IGSA.

The PUBLIC PARTNER shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in PUBLIC PARTNER personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall PUBLICPARTNER employees or contractors be deemed federal employees. If the PUBLIC PARTNER shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the PUBLIC PARTNER and its employees.) Employees of the United States may not perform services for or on behalf of the PUBLIC PARTNER without the approval of the IGSA-M.

SUMMARY OF SERVICES AND PRICE:

In consideration of the services to be provided by Huachuca City; Fort Huachuca agrees to pay Huachuca City as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel Cost	\$ 180,595.00	\$ 186,012.85	\$ 191,593.24	\$ 197,341.03	\$ 203,261.26
Equipment and Insurance	\$ 72,000.00	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16
Maintenance	\$ 10,000.00	\$ 10,400.00	\$ 10,816.00	\$ 11,248.64	\$ 11,698.59
Fuel	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00
	\$ 269,875.00	\$ 223,692.85	\$ 230,089.24	\$ 236,677.67	\$ 243,464.01
Admin 8%	\$ 21,590.00	\$ 17,895.43	\$ 18,407.14	\$ 18,934.21	\$ 19,477.12
	\$ 291,465.00	\$ 241,588.28	\$ 248,496.37	\$ 255,611.89	\$ 262,941.13

	Year 6	Year 7	Year 8	Year 9	Year 10
Personnel Cost	\$ 209,359.10	\$ 215,639.87	\$ 222,109.07	\$ 228,772.34	\$ 235,635.51
Equipment and Insurance	\$ 21,648.64	\$ 22,081.62	\$ 22,523.25	\$ 22,973.71	\$ 23,433.19
Maintenance	\$ 12,166.53	\$ 12,653.19	\$ 13,159.32	\$ 13,685.69	\$ 14,233.12
Fuel	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00
	\$ 250,454.27	\$ 257,654.68	\$ 265,071.64	\$ 272,711.75	\$ 280,581.82
Admin 8%	\$ 20,036.34	\$ 20,612.37	\$ 21,205.73	\$ 21,816.94	\$ 22,446.55
	\$ 270,490.62	\$ 278,267.06	\$ 286,277.37	\$ 294,528.69	\$ 303,028.36

TERM OF AGREEMENT: The term of this Agreement shall be ten (10) years.

The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-M, and renewable for successive one-year periods for 9 additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only

upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

PAYMENT: The United States shall pay the PUBLIC PARTNER for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The PUBLIC PARTNER shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. The Public Partner shall electronically submit invoices or payment requests to the Government's IGSA-TR and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

[The payment method for IGSA's will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSA's will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the Garrison Resource Management office, who will submit payment documents to DFAS who will issue payment via electronic fund transfer (EFT) or check to the PUBLIC PARTNER.]

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The PUBLIC PARTNER shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the PUBLIC PARTNER and its employees to work areas on the installation as well as a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the PUBLIC PARTNER.

INSPECTION OF SERVICES: The PUBLIC PARTNER will only tender services and goods in conformance with the IGSA. USAICoE shall appoint an IGSA-TR who will be responsible for inspecting all services performed. The PUBLIC PARTNER will be notified of the identity of the IGSA-TR and his alternate, and of any changes. If services are performed outside the installation, the IGSA-TR shall be granted access to areas where services are performed.

The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work. If the IGSA-TR determines that services do not conform to the requirements in

Agreement, the IGSA-TR can require the PUBLIC PARTNER to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-TR can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-TR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

If the PUBLIC PARTNER is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the PUBLIC PARTNER's performance, the Public Partner shall promptly notify the IGSA-TR. In those rare instances in which the PUBLIC PARTNER fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the PUBLIC PARTNER. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the PUBLIC PARTNER to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the PUBLIC PARTNER POC identified in this Agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this Agreement, either party can unilaterally terminate this IGSA upon 60days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this Agreement for its convenience at any time. When notified by the IGSA-M of the termination, the PUBLIC PARTNER shall immediately stop all work. The government will pay the PUBLIC PARTNER a percentage of the agreed price reflecting the percentage of work performed to the notice. The PUBLIC PARTNER shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss

performance and any other issues they may have. The IGSA-TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the IGSA-TR or the PUBLIC PARTNER may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a PUBLIC PARTNER representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim.

If the PUBLIC PARTNER is dissatisfied with the IGSA-M's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this Agreement. All final determinations that result in the payment of additional funds to the PUBLIC PARTNER must be coordinated with the IGSA-M.]

As part of its appeal, the PUBLIC PARTNER may request alternate disputes resolution (ADR) processes to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third-party mediator(s) in making his final determination.

The parties agree to the above procedures in lieu of litigation in any forum.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA: The POCs for issues pertaining to this IGSA are as follows:

For the United States, the IGSA-TR or his designated representative.

For the Public Partner: Suzanne Harvey, Huachuca City's Manager

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA IGSA-M shall meet annually to discuss the IGSA and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing, signed by both parties, and incorporated by an amendment to Agreement by the IGSA-M in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The PUBLIC PARTNER shall conduct a visit of the installation with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The PUBLIC PARTNER shall prepare an accident-avoidance plan and plan to protect Government property on the installation. The Public Partner shall take measures to protect and not damage any property of the United States during performance of services. Should the PUBLIC

PARTNER damage such property, the PUBLIC PARTNER may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the Public Partner does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the PUBLIC PARTNER each month. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: The Public Partner recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the Public Partner agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

HOLD HARMLESS: Except as otherwise provided in this Agreement, the PUBLIC PARTNER shall indemnify and hold the United States harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the negligent or wrongful acts of the PUBLIC PARTNER or its employees in performance of this Agreement. The PUBLIC PARTNER will not indemnify the United States, or its officers and employees for the negligent or wrongful acts of the United States, or its officers and employees.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the PUBLIC PARTNER and any contractor performing services under this IGSA on behalf of the PUBLIC PARTNER. The PUBLIC PARTNER shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the PUBLIC PARTNER and complies with all applicable PUBLIC PARTNER labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The PUBLIC PARTNER shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If the PUBLIC PARTNER has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the PUBLIC PARTNER shall immediately notify the IGSA-TR and the IGSA-M. The PUBLIC PARTNER shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to PUBLIC PARTNER and its contractors. The PUBLIC PARTNER agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The PUBLIC PARTNER shall not permit employees which engage in sexual assault, sexual harassment, or trafficking to perform services under this IGSA. The PUBLIC PARTNER shall not engage in age discrimination and shall comply with the Americans with Disabilities Act

with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the IGSA-M.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official, with the exception of the IGSA-M.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR THE [MUNICIPALITY]:

John M. Ives, COL MI Commanding

Johann Wallace, Mayor

Date

Date

List all Attachments/Annexes:

All approved IGSA Transaction Documents are on the IMCOM IGSA SharePoint site):

- 1) Statement of Work, to include specified tasks, performance required standards, as well as quality control requirements.

Statement of work (similar to contracts, but stating the basic services to be performed, frequency, responsibilities of each of the parties, etc.)

[Note to drafters of IGSA: This IGSA is based on the PUBLIC PARTNER providing services. If the IGSA will involve supplies or construction services, the installation must work with the IGSA-M and legal counsel to determine whether additional provisions are appropriate.

For construction, repair, and maintenance type services, see FAR Part 36 (inspections, liquidated damages, material and workmanship, protection of vegetation and buildings, storage areas, accident prevention, utilities). For example, if the Agreement will require the PUBLIC PARTNER to repair or paint a government facility, the installation could consider including a liquidated damages provision which is typical of some of our construction and similar service type contracts. However, the Davis Bacon Act would not be applicable.

- 2) Describe all Government or PUBLIC PARTNER furnished property, equipment, and services:

The PUBLIC PARTNER will be responsible for furnishing all other facilities and equipment necessary to perform the IGSA.

2) Acronyms and Definitions (list as applicable): N/A

3) Installation Security and Access Requirements:

INSTALLATION SECURITY AND ACCESS REQUIREMENTS: [if work will be performed on an Army installation or other property under the Army's control, consult with the installation G-2 to add specific security requirements that must be met for contractors to access Army property as well as background requirements for PUBLIC PARTNER employees. The following work sheet shall be completed by the proponent for the services, submitted to the installation G-2 for review and approval, and submitted to theirs-M. The installation G-2 shall submit any additional installation security procedures and requirements to the IGSA-M, to include any limitations on access to the installation, specific gates to be used, licensing and inspection of vehicle requirements, etc. In the unlikely event that the Agreement will require PUBLIC PARTNER or its employees to access classified information, the installation shall specify procedures for access, storage, and similar procedures for all classified information. The IGSA-M shall additionally tailor FAR 52.204-2 for inclusion in the Agreement.]

The PUBLIC PARTNER shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the IGSA-TR. The PUBLIC PARTNER shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-TR as a potential threat the health, safety, security, general well-being, or operational mission of the United States. The IGSA-TR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security.

All PUBLIC PARTNER vehicles will be identifiable and include the PUBLIC PARTNER's name.

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REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET

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Requirements Package Title USAICoE Shuttle Service

Date

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Section I.
Purpose of cover sheet: To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.
Army policy requirement: A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.
Mandatory review and signatures: The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.

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Section II. Standard Language Provision/ Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (**Section IV**) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does

not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." **If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. Mandatory training must be measured as a deliverable and evaluated in the QASP.**

1. AT level 1 training (general)	<u>X</u>	___NO	_SOW
2. Access and general protection policy and procedures	<u>X</u> YES	___NO	_SOW

2a. For contractor requiring Common Access Card (CAC)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
2b. For contractor not eligible for CAC but requires access to DoD facility or installation.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
3. AT awareness training for US based contractor personnel traveling overseas.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
4. iWATCH training	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
6. For contracts that require a formal OPSEC program.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
7. Requirement for OPSEC training	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
8. Information assurance/information technology training	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
9. Information assurance/information technology certification	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
10. Contractor Authorized to Accompany the Force clause	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
11. Contract requiring performance or delivery in a foreign country	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
12. Handling/Access to Classified Information	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
13. Threat Awareness Reporting Program	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
14. Delivery of Food and Water	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> SOW
Section III. Remarks:			

Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism*.

Reviewer _____ _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____
_____ Signature	

Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, *Operations Security*.

Reviewer _____ _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____
_____ Signature	

Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and it is in compliance with DOD 8570.01-M and DOD 8580-1 para 4.

Reviewer _____ _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____
_____ Signature	

Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.

1. AT Level I training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion*

of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

2. Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

2b. For contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

<p>4. iWATCH Training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.</p>
<p>5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.</p>
<p>6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.</p>
<p>7. For contracts that require OPSEC Training. Per AR 530-1 <i>Operations Security</i>, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: http://cdsetrain.dtic.mil/opsec/index.htm</p>
<p>8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: https://ia.signal.army.mil/DoDIAA/</p>
<p>9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.</p>
<p>10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, <i>Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States</i>. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other</p>

military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, *Antiterrorism/Force Protection for Defense Contractors Outside the US*. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to

adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

4) *Other General Provisions to be considered:*

FEDERAL HOLIDAYS: [If applicable, specify when the contractor can perform services on the installation, and advise whether the contractor is obligated to perform during federal holidays. If not, specify whether the services be made up, for example, performed on the next duty day, or skipped. The federal holidays should be listed.]

INSURANCE [If services are provided on post]: The PUBLIC PARTNER shall at its own expense provide and maintain during the entire period of this IGSA the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by the PUBLIC PARTNER or its employees or contractors.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies shall be furnished to the IGSA-TR and IGSA-M before providing services under this agreement.

[NOTE BENE: The PUBLIC PARTNER may propose to self-insure for such damage. Its acceptability should be assessed by the installation. If acceptable, an appropriate provision should be included in the IGSA addressing self-insurance and stating that the self-insurance is authorized in lieu of the above insurance requirements.

LIABILITY FOR DAMAGE TO THIRD PARTIES: The PUBLIC PARTNER shall be liable to the government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the PUBLIC PARTNER, its employees, its contractors, or agents in performance of the contract. The PUBLIC PARTNER shall hold the United States harmless from claims or litigation from third parties and shall indemnify the Government for all judgments against it as well as costs incurred in connection with defense of such litigation. The United States shall not be responsible for injuries and deaths to the PUBLIC PARTNER's employees or employees of its contractors, unless caused by a Government employee and compensable pursuant to federal legislation authorizing recovery against the United States.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The PUBLIC PARTNER shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The PUBLIC PARTNER shall timely furnish to the IGSA-TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

[Specify whether military or other medical facilities on post will be made available for treatment of PUBLIC PARTNER employees in event of emergencies, and whether such

services will be reimbursed by the PUBLIC PARTNER. Consult with the local military treatment facility commander.]

ENVIRONMENTAL REQUIREMENTS:

[The installation's DPW and environmental law attorney should provide any environmental requirements applicable to the installation. If hazardous materials are involved, or the PUBLIC PARTNER must use hazardous materials in performance, consider tailoring clauses at FAR 52.223-3, etc.]

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the Public Partner shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The IGSA-TR may direct the PUBLIC PARTNER to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

PUBLIC PARTNER EMPLOYEE REQUIREMENTS: All PUBLIC PARTNER and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are PUBLIC PARTNER employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the PUBLIC PARTNER will provide the IGSA-TR all identification or other credentials furnished by the government.

[Add: Installation regulations or practices that are applicable to all individuals on post that might not be specified elsewhere in the IGSA].

ANNEX J – IGSA MANAGER/TECHNICAL REPRESENTATIVE APPOINTMENT
MEMORANDUM TEMPLATE

AMIM-HUG-ZA (190-13g)

8 March 2023

MEMORANDUM FOR Fort Huachuca Intergovernmental Support Agreements (IGSA)
Manager/Technical Representative, IGSA-M/Laurie E Thompson, IGGA -TR/Michel McManus.

SUBJECT: Delegation of Authority for IGSA Manager/Technical Representative Role
and Responsibility

You are hereby appointed the Garrison IGSA Manager/Technical Representative.

You and your immediate supervisor are required to sign the last page of this
memorandum within seven calendar days to acknowledge your appointment as the
IGSA-M/TR to demonstrate that you are in receipt of this memorandum.

You should familiarize yourself with the IGSA oversight process and communicate with
the Garrison IGSA Technical Representatives, IGSA Managers and IGSA community
partners as necessary to ensure satisfactory performance of the IGSA requirements.
You are the only Army employee who has the role and responsibility to initiate,
coordinate, and integrate outreach efforts to establish community partnership for IGSA's
at Fort Huachuca, AZ.

In your capacity as IGSA-M, you have the authority to:

1. Conduct the initial outreach efforts with community leaders for consideration of IGSA's.
2. Ensure the follow-up, coordination, and organization of preliminary planning meetings with Community Senior Leaders, the Garrison Commander, Installation stakeholders and IMCOM HQ SME Leaders.

Your responsibilities as the IGSA-M/TR also include, but are not limited to:

1. Maintain a professional relationship with the IGSA partner in the interest of Army integrity and sound management.
2. Ensure due outs are executed from all stakeholder meetings.
3. At a minimum, the IGSA-M/TR's files should contain copies of the following:
 - a. This IGSA-M appointment memorandum and acknowledgement.
 - b. IGSA transaction instrument and any modifications.
 - c. Records of conversations with the IGSA partner, including meeting notes.All records must be retained for 6 years, 3 months.

Your designation as IGSA-M/TR shall remain in effect through the IGSA Mission timeline unless sooner revoked by the Garrison Commander (or equivalent),

and any such revocation of the designation shall be in writing. If your designation is revoked for any reason, turn your records over to the successor IGSA-M/TR.

The undersigned acknowledges the IGSA-M/TR appointment and accepts the duties, responsibilities and limitations described in this appointment memorandum.

The IGSA Integration Manager's immediate supervisor confirms that sufficient time will be given for the IGSA Integration Manager to perform the IGSA Integration role.

Laurie E. Thompson

Date

Michael P. McManus

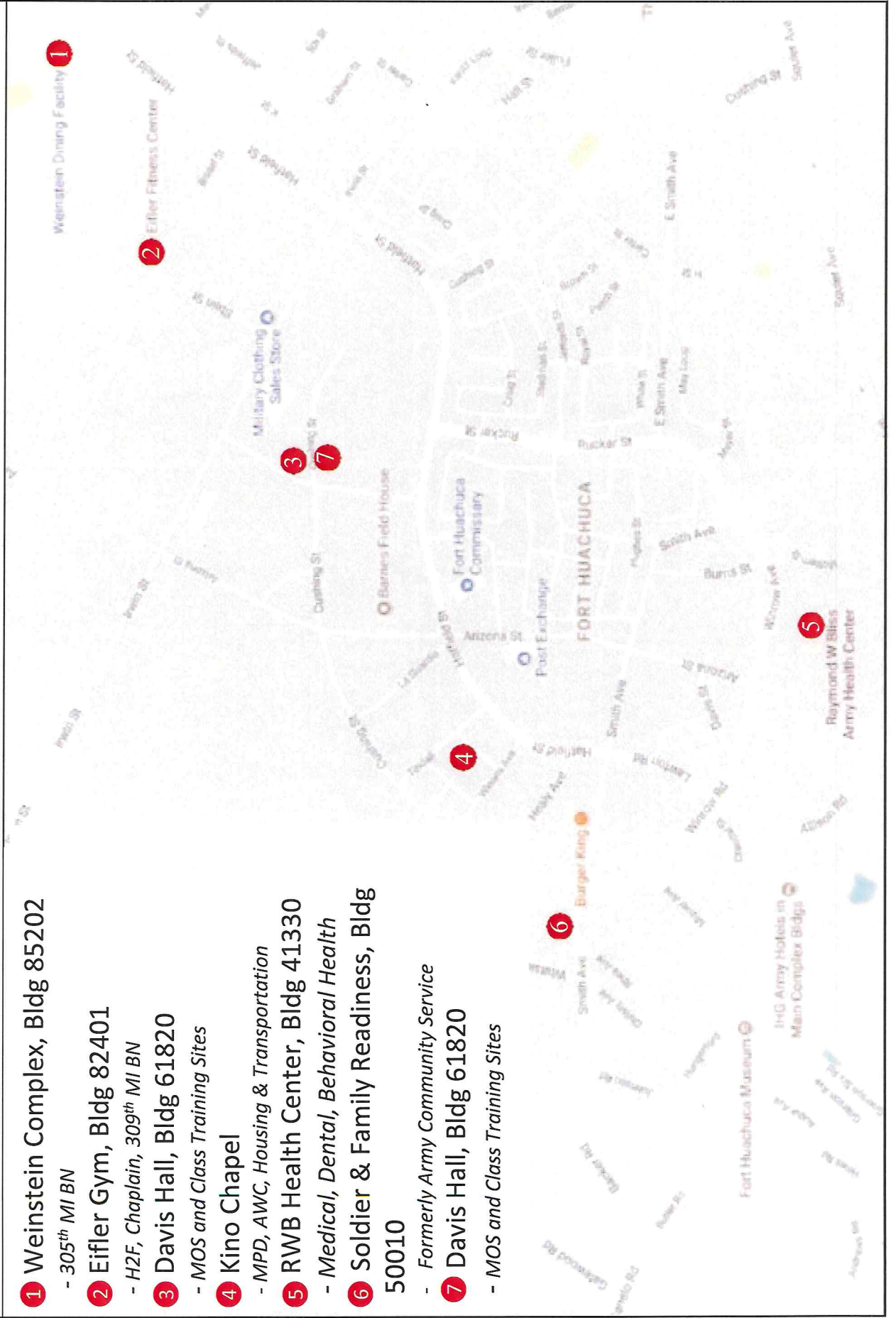
Date

JOHN M. IVES
Colonel, MI
Commanding



111th MI BDE IET/IMT Shuttle Locations

- 1** Weinstein Complex, Bldg 85202
- 305th MI BN
- 2** Eifler Gym, Bldg 82401
- H2F, Chaplain, 309th MI BN
- 3** Davis Hall, Bldg 61820
- MOS and Class Training Sites
- 4** Kino Chapel
- MPD, AWC, Housing & Transportation
- 5** RWB Health Center, Bldg 41330
- Medical, Dental, Behavioral Health
- 6** Soldier & Family Readiness, Bldg 50010
- Formerly Army Community Service
- 7** Davis Hall, Bldg 61820
- MOS and Class Training Sites



**111th Military Intelligence Brigade Initial Military Training Transportation
Requirements Statement
03 March 2023**

1 SCOPE.

This requirements statement identifies standards to provide transportation for the Initial Entry Military Training Soldiers. The Public Partner will provide mission transportation support for the 111th Military Intelligence Brigade. The Public Partner shall provide drivers and vehicles necessary to support to the Initial Entry Military Training Soldiers transportation to and from appointments on Fort Huachuca and within the surrounding Sierra Vista, Arizona area.

2 GENERAL.

The work encompassed by this requirements statement supports the 111th Military Intelligence Brigade Initial Entry Military Training (IET) Mission. The Public Partner is responsible for the day-to-day direction, supervision, and management of all Public Partner staff assigned, as well as the successful execution of the requirements stated in this requirements statement. The prime Public Partner shall provide drivers, and oversight of personnel assigned to drive the Soldiers on Fort Huachuca.

2.1 DESCRIPTION OF SERVICES.

The Public Partner shall provide sufficient Shuttle vans with drivers who are able to transport IET/IMT students throughout designated stops within Fort Huachuca (FH). IET/IMT students are instructed by Military Leadership to travel in battle buddy teams of two or more at all times. Drivers will not allow a student to board the shuttle if it will result in the student being the only passenger on board. It is the student's responsibility to coordinate with their Chain of Command (CoC) to ensure they have the ability to travel in pairs. Cadre members (E5+) may board and travel as solitary passengers.

Routes:

Ft. Huachuca: There are seven stops on this route as shown on the attached map. The Public Partner will pick up and drop off every 30 minutes throughout the government defined the route, but Public Partner may adjust route as needed to provide the required levels of service.

Equipment Maintenance:

The vans will be equipped with functioning air conditioning systems and standard safety equipment as required by local transportation laws. Requirements will include, but are not limited to, seat belts, serviceable spare tire, jack and tire tools, warning devices (such as a warning triangle) and no front windshield with cracks or breaks. Public Partner shall be responsible for all maintenance, repair and safety inspections of vehicles providing services under the agreement as required by Federal, State, and local laws, rules, regulations, ordinances, directives, and guidance. In the event that a van becomes inoperable when scheduled to transport or while transporting passengers,

the Public Partner shall immediately dispatch a replacement van if the estimated time of repair/replacement exceed 20 minutes, and also notify the Intergovernmental Agreements Manager (IGSA-M) and/or Intergovernmental Agreements Manager (IGSA-Technical Representative (IGSA- TR) Passengers shall not wait more than one hour from the time of van breakdown until the arrival of alternate transportation. Substitute service is provided by the Public Partner with no additional cost to the Government. The Public Partner shall submit a Delay Report to the IGSA-M AND/OR IGSA-TR.

2.2 PERIOD OF PERFORMANCE, PLACE OF PERFORMANCE and PUBLIC PARTNER HOURS.

The period of performance shall be one base year and nine option years.

- Base Year: 13 March 2023 thru 12 March 2024
- Option Year 1: 13 March 2024 thru 12 March 2025
- Option Year 2: 13 March 2025 thru 12 March 2026
- Option Year 3: 13 March 2026 thru 12 March 2027
- Option Year 4: 13 March 2027 thru 12 March 2028
- Option Year 5: 13 March 2028 thru 12 March 2029
- Option Year 6: 13 March 2029 thru 12 March 2030
- Option Year 7: 13 March 2030 thru 12 March 2031
- Option Year 8: 13 March 2031 thru 12 March 2032
- Option Year 9: 13 March 2032 thru 12 March 2033

The location of performance for this agreement is Fort Huachuca, AZ. The workweek will be Monday through Friday 0700 until 1700 with a one-hour lunch break from 1130-1230.

The Public Partner is not required to provide service on federal holidays as designated by the Office of Personnel Management (OPM).

Holiday	Day of Observation
New Year's Day	January 1
Martin Luther King Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

2.3 PROGRAM MANAGEMENT.

IGSA-M AND/OR IGSA-TR will provide oversight of Public Partner's performance and execution of functional tasks and/or requirements outlined in the requirements statement.

2.4 GOVERNMENT FURNISHED EQUIPMENT (GFE).

No government property or equipment will be provided to the Public Partner as part of this agreement.

2.4.1 PROPERTY ACCOUNTABILITY.

The Public Partner shall provide all vehicles, property, and equipment necessary to perform the responsibilities of the agreement.

2.5 INSPECTION AND ACCEPTANCE.

The IGSA-M and/or IGSA-TR at Fort Huachuca, Arizona may conduct inspection and acceptance of this task as required. The Government may conduct inspections at any time and any place where agreement performance occurs.

2.6 SECURITY REQUIREMENTS.

The Public Partner positions do not require a security clearance, but individuals must be able to obtain entry to Fort Huachuca. The Public Partner shall observe and comply with all security provisions and safety requirements at Fort Huachuca, Arizona to include Department of Defense directives and instructions, Army Regulations and any other. Regulations and directives that may from time to time be effective upon the installation.

2.7 VEHICLE OPERATORS.

All drivers must be fully qualified under the laws of the State of Arizona as a licensed driver to be able to transport passengers. Commercial Driver's License with passenger endorsement, comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and Permits as required by the State of Arizona. The Public Partner is solely responsible to meet the requirements of this subsection. The Public Partner shall ensure that drivers are able and capable of safely operating vehicles and are not under the effects of alcohol, drugs or controlled medications that could affect their ability to operate a motor vehicle at least eight (8) hours prior to and during the performance of their duties. Any driver suspected of reporting for duty under the effects of alcohol or drugs shall be immediately reported to the IGSA-M AND/OR IGSA-TR. Any driver found to be operating a vehicle under the influence of drugs, as defined by the Federal Government alcohol or controlled medication will be removed from the site and not allowed to return. Public Partner shall immediately replace driver after the notification from the IGSA-M AND/OR IGSA-TR. Drivers shall not text at any time when driving and will only stop in safe and authorized places to answer or make urgent phone calls.

2.8 NON-PERSONAL SERVICES.

The Government will neither supervise Public Partner employees nor control the method by which the Public Partner performs the required tasks. Under no

circumstances shall the Government assign tasks to or prepare work schedules for Public Partner employees. The Public Partner shall manage its employees and to guard against any actions that are of the nature of personal service or give the perception of a personal service. If the Public Partner believes that any action constitutes or is perceived to constitute a personal service, it shall be the Public Partner's responsibility to notify the IGSA-M AND/OR IGSA-TR immediately.

2.9 BUSINESS RELATIONS.

The Public Partner shall manage the timeliness, completeness, and quality of problem identification. The Public Partner shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of Public Partners. The prime Public Partner will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

2.10 ENVIRONMENTAL REQUIREMENTS.

The Public Partner will not dump, discharge, or permit leaks of any fuel, lubricant, coolant, solid waste, water, or trash while on Department of Defense property. Vehicle emissions will comply with those in effect for the State of Arizona.

2.11 INSURANCE AND LIABILITY.

In the event of an accident, the Public Partner is solely responsible for all damages to its property and/or any damage to a third party. The US Government assumes no liability for damages or injuries. The Public Partner shall provide FULL COVERAGE insurance for their drivers and vehicles as may be required by Law in the State of Arizona and as stated in FAR clause 52.228-5, Insurance – Work on a Government Installation.

1.12 VEHICLE IDENTIFICATION, ADVERTISEMENT, AND SOCIAL MEDIA.

The Public Partner's vans shall be marked so as to identify the vehicle as owned and operated by the Public Partner. The Public Partner shall not cite or post any information (e.g., agreement information, pictures, locations, names, etc.) obtained through this agreement on any marketing tools to include its company website before, during or after the agreement period of performance without the express consent of the Government.

2.13 TRAINING

a) iWATCH Training. The Public Partner and all associated Public Partners shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Antiterrorism Officer (ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the IGSA-M AND/OR IGSA-TR. This training shall be completed within 90 calendar days of agreement award, and within 10 calendar days of new employees commencing performance with the results reported to the IGSA-M AND/OR IGSA-TR NLT 120 calendar days after agreement award.

b) Antiterrorism (AT) Awareness: IAW Department of Defense (DoD) I 2000.16, DoD Antiterrorism Standards. All Public Partner employees shall complete

AT- Level I Awareness Training within 30 days of award of the agreement, and task order award. The training is accessible from any computer and is available at <https://jkodirect.jten.mil>. Once the training is completed, the Public Partner should submit the completed certificate to the IGSA-M AND/OR IGSA-TR to ensure compliance with the terms and conditions of the agreement.

c) Sexual Harassment Awareness Response and Prevention (SHARP).

Public Partner employees requiring access to Government installations and facilities will be required to have a current SHARP certification. All Public Partner employees not possessing a current certification will be required to complete SHARP training within 30 calendar days after the agreement start date or effective date of incorporation of this requirement into the agreement, whichever is applicable, and annually thereafter. New employees shall be trained within 30 calendar days of their reporting for duty and annually thereafter. (IAW AR 530-1) The Public Partner shall make certificates of completion for each affected Public Partner employee and Public Partner employee available to the IGSA-M AND/OR IGSA-TR upon request.



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

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.60 “PLAN REVIEW,” AND CHAPTER 15.65 “BUILDING PERMIT FEES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR PLAN REVIEW AND BUILDING PERMITS WHEN MAKING CERTAIN REPAIRS OR IMPROVEMENTS TO REAL PROPERTY.

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, the Code, Title 15 “BUILDINGS AND CONSTRUCTION” establishes the Building Code for the Town; and

WHEREAS, pursuant to A.R.S. 9-467, the Town is authorized to require building permits and to charge applicants to recover the reasonable costs associated with reviewing plans and issuing permits; and

WHEREAS, the Town Council has determined that it would be in the interest of public health and safety to adopt certain amendments to the Building Code regarding plan reviews and building permits; 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 March 9, 2023, and at a subsequent meeting on March 23, 2023.

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

SECTION 1. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.60 “PLAN REVIEW,” is amended by renaming the Chapter, deleting its entire content and replacing it as follows:

Chapter 15.60 BUILDING PERMITS

Sections:

15.60.010 Building permits required.

15.60.020 Work exempt from building permit requirement.

15.60.010 Building permits required.

- A. Improvements and Repairs to Property. All owners of property, or owner's authorized agent, falling within the purview of the adopted building codes of the Town are required to first obtain a building permit from the Town prior to commencing any construction, enlargement, alteration, repair, demolition or change of occupancy on such property, unless specifically excluded from the requirement of a building permit.
- B. Applications for building permits shall be made on forms provided by the Town. Reviews of the application, blueprints, specifications, and any other documents submitted with the application will be completed by the Town as necessary. Any site plan review as required by Chapter 18.25 shall be completed prior to the issuance of any building permits.
- C. All building permits shall be issued for a 180-day (six-month) period and can be renewed for an additional 180-day period for no additional charge or review. Completion of the entire project covered by the building permit must be completed within one year of permit issuance. A new building permit shall be required on projects exceeding the one-year limit. Exceptions can be made at the discretion of the building official on a case-by-case basis.

15.60.020 Work exempt from building permit requirement.

Exemptions from building permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Town adopted building codes or any laws or ordinances of the Town. Building permits shall not be required for the following work:

- 1. Oil derricks.
- 2. Water tanks supported directed on grade if the capacity is not greater than 5,000 gallons and the ratio of height to diameter or width is not greater than 2:1.
- 3. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
- 4. Temporary motion picture, television and theater stage sets and scenery.
- 5. Prefabricated swimming pools that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
- 6. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- 7. Swings and other playground equipment.
- 8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
- 9. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

10. Minor electrical repair work, including the replacement of lamps or connection of approved portable electrical equipment to approved permanently installed receptacles.
11. Listed cord-and-plug connected temporary decorative lighting.
12. Reinstallation of attachment plug receptacles but not the outlets therefor.
13. Replacement of branch circuit overcurrent devices of required capacity in the same location.
14. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
15. Electrical equipment only used for radio and television transmissions.
16. Installation of temporary system required for the testing or servicing of electrical equipment or apparatus.
17. Portable heating, cooking or clothes drying appliances.
18. Replacement of any minor part that does not alter approval of gas equipment or make such equipment unsafe.
19. Portable fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
20. Portable ventilation equipment.
21. Portable heating appliances.
22. Portable cooling unit or evaporative cooler.
23. Steam, hot or chilled water piping within heating or cooling equipment.
24. Replacement of any mechanical part that does not alter its approval or make it unsafe.
25. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.
26. The clearing of stoppages or repairing of leaks in plumbing pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
27. The stopping of plumbing leaks in drains, water, soil, waste or vent pipe, provided that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a building permit shall be required and inspections made.
28. Roofing repairs and coatings that do not involve the removal of roofing materials to the decking.

SECTION 2. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.65 “BUILDING PERMIT FEES,” is amended by deleting its entire content and replacing it as follows:

**Chapter 15.65
BUILDING PERMIT FEES**

Sections:

15.65.010 Building permit fee table.

15.65.010 Building permit fee table.

Building permit fees may be amended by the Town Council from time to time by resolution. These fees are hereby established to recoup some of the staff, engineer or consultant review costs associated with the issuance of building permits. For purposes of calculating building valuation fees, the cost estimates provided by the architect, engineer, contractor, or other person(s) qualified to provide an accurate estimate of the construction cost shall be used as a basis.

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 23rd DAY OF MARCH, 2023.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney