



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, November 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 October 26, 2023.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

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

E. New Business Before Council - Mayor

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

E.1 Discussion and/or Action [Suzanne Harvey]: Acceptance of James Thies' resignation as police chief and return to duty as a patrol officer; and approval of a Memorandum of Understanding with the Cochise County Sheriff's Office to provide a supervisory level deputy to the Town's police department, until the Town retains a new Chief of Police.

E.2 Discussion and/or Action [Cory McKendrick]: Mr. McKendrick of Moreton Capital Markets LLC will present potential investment options for the Town.

E.3 Discussion and/or Action [Suzanne Harvey]: Approval of a contract with Ruben A. Villa & Associates. LLC, for Municipal Financial Consultant services.

E.4 Discussion and/or Action [Suzanne Harvey]: Approval of a contract renewal with Southwest Building Inspection Service, Inc., for building and code enforcement services.

E.5 Discussion and/or Action [Suzanne Harvey]: Approval of a contract renewal with Waste Management of Arizona, Inc., for the Town's trash services.

E.6 Discussion and/or Action [Sergeant Berry]: Approval of road closures for the Town's annual Christmas Parade.

E.7 Discussion and/or Action [Suzanne Harvey]: Approval to rent a Caterpillar 613C Scraper in the amount of \$9168.85 including freight for a total of four weeks from Empire Cat.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on November __, 2023, at the following locations:

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

Ms. Brandy Thorpe
Town Clerk

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

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Aaron Parr							
1022	Aaron Parr	110323	Jail services for court	11/03/2023	140.00	.00	10-45-250
Total Aaron Parr:					140.00	.00	
Amazon Capital Services, Inc							
10491	Amazon Capital Services, Inc	14V4-7PWW-Y	Supplies	10/01/2023	615.82	.00	10-43-460
10491	Amazon Capital Services, Inc	1KV1-6N67-1L	Restock Flags	10/01/2023	242.79	.00	10-57-460
10491	Amazon Capital Services, Inc	1PQ9-FYDM-X	Emergency Light Repairs, Battarie	10/01/2023	105.78	.00	10-57-500
10491	Amazon Capital Services, Inc	1L9J-6TLQ-YP	Amazon order for tire replacement	10/01/2023	143.59	.00	10-65-480
10491	Amazon Capital Services, Inc	16YR-6XDY-X	Lockable Storage Cabinet on whe	10/01/2023	79.99	.00	10-69-802
10491	Amazon Capital Services, Inc	16YR-6XDY-X	2 pack f64GB flash drive	10/01/2023	13.69	.00	10-69-802
10491	Amazon Capital Services, Inc	16YR-6XDY-X	Rolodex refill cards	10/01/2023	5.50	.00	10-69-802
10491	Amazon Capital Services, Inc	16YR-6XDY-X	cork board indoor bulletin board	10/01/2023	9.99	.00	10-69-802
10491	Amazon Capital Services, Inc	16YR-6XDY-X	Rolodex refill plastic sleeves	10/01/2023	8.50	.00	10-69-802
Total Amazon Capital Services, Inc:					1,225.65	.00	
AMRRP WC							
10451	AMRRP WC	40000914-090	AZ Commercial Package/Excess	09/05/2023	14,136.79	.00	10-43-280
Total AMRRP WC:					14,136.79	.00	
Arizona Business Equipment							
10455	Arizona Business Equipment	AR33280	Copy Machine Usage/Admin	11/01/2023	322.38	322.38	10-43-300
10455	Arizona Business Equipment	AR33280	Copy Machine Usage/Police Dept	11/01/2023	139.55	139.55	10-51-295
10455	Arizona Business Equipment	AR33280	Copy Machine Usage/Library	11/01/2023	54.92	54.92	10-62-300
Total Arizona Business Equipment:					516.85	516.85	
AT&T							
1398	AT&T	101923	Court Landline Long Distance	10/19/2023	257.19	257.19	10-43-271
Total AT&T:					257.19	257.19	
AZ Department of Corrections							
1315	AZ Department of Corrections	D17366620231	Inmate Labor- AD	10/20/2023	27.00	27.00	10-43-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- PD	10/20/2023	3.00	3.00	10-51-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- PW	10/20/2023	9.00	9.00	10-57-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- LB	10/20/2023	30.00	30.00	10-62-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- Water	10/20/2023	40.50	40.50	51-40-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- Sewer	10/20/2023	40.50	40.50	52-40-366
1315	AZ Department of Corrections	D17366620231	Inmate Labor- LF	10/20/2023	60.00	60.00	55-40-366
Total AZ Department of Corrections:					210.00	210.00	
Benavidez Law Group, P.C.							
1667	Benavidez Law Group, P.C.	74534	Attorney Fees- July/August/Septe	10/25/2023	8,167.50	8,167.50	10-42-220
Total Benavidez Law Group, P.C.:					8,167.50	8,167.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	0F34540777	Contract for Cintas to Fire Protecti	10/26/2023	798.10	.00	10-57-500
10067	Cintas Corporation No. 445	4172236683	Uniforms- Water	10/30/2023	26.30	.00	51-40-110
10067	Cintas Corporation No. 445	4172236683	Uniforms- Sewer	10/30/2023	26.30	.00	52-40-110
10067	Cintas Corporation No. 445	4172236621	Landfill Uniforms	10/30/2023	161.73	.00	55-40-110
10067	Cintas Corporation No. 445	4172236682	Landfill Uniforms	10/30/2023	38.05	.00	55-40-110
10067	Cintas Corporation No. 445	4172236683	Uniforms- PW	10/30/2023	5.84	.00	55-40-110
Total Cintas Corporation No. 445:					1,056.32	.00	
Dana Kepner Company, Inc							
4375	Dana Kepner Company, Inc	8193139-03	Restock for Water Meters Repair	10/31/2023	1,112.65	1,112.65	51-40-472
Total Dana Kepner Company, Inc:					1,112.65	1,112.65	
Deana Gehrke							
10719	Deana Gehrke	110623	Water Refund	11/06/2023	737.90	.00	51-21350
Total Deana Gehrke:					737.90	.00	
Decarol Williams							
10687	Decarol Williams	566	Restitution TR2023000001	11/06/2023	200.00	.00	20-40-200
Total Decarol Williams:					200.00	.00	
Empire Homes, Inc.							
2223	Empire Homes, Inc.	17180	Restock 44 tons of AB Dirt.	09/29/2023	761.52	761.52	51-40-460
Total Empire Homes, Inc.:					761.52	761.52	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EMPS6159511	Plate and parts to attach hydraulic	11/01/2023	110.31	110.31	55-40-610
2220	Empire Southwest, LLC	EMPS6163984	Quote 02Q051954, various filter's	11/06/2023	856.18	.00	55-40-610
Total Empire Southwest, LLC:					966.49	110.31	
Gregory C. Rainey							
10562	Gregory C. Rainey	565	Restitution Payment Case No. M0	11/06/2023	20.92	.00	20-40-200
Total Gregory C. Rainey:					20.92	.00	
Joseph Schlosser							
10614	Joseph Schlosser	102723	Meals for the 2023 Roads and Str	10/27/2023	120.00	120.00	23-40-650
Total Joseph Schlosser:					120.00	120.00	
Lal Enterprises, Inc							
3220	Lal Enterprises, Inc	63470	Const. Chemical Toilet Service- La	09/30/2023	57.75	57.75	55-40-340
3220	Lal Enterprises, Inc	63590	Const. Chemical Toilet Service- La	10/31/2023	57.75	57.75	55-40-340
Total Lal Enterprises, Inc:					115.50	115.50	
Lisa Burns							
10716	Lisa Burns	110223	Sewer Refund	11/02/2023	21.40	21.40	52-21350
Total Lisa Burns:					21.40	21.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Lund, Ann							
9971	Lund, Ann	110323	Court 11-3-2023	11/03/2023	150.00	.00	10-45-250
Total Lund, Ann:					150.00	.00	
Moyes Sellers & Hendricks							
10370	Moyes Sellers & Hendricks	39389	Gila River Adjudication Proceedin	11/06/2023	1,775.93	.00	51-40-650
Total Moyes Sellers & Hendricks:					1,775.93	.00	
Quest Diagnostics							
1070	Quest Diagnostics	9206895342	New Hire Drug Test	10/26/2023	144.80	.00	10-43-102
Total Quest Diagnostics:					144.80	.00	
Ronald Temple JR							
10715	Ronald Temple JR	110123	Water Refund	11/01/2023	17.94	17.94	51-21350
10715	Ronald Temple JR	110123	Sewer Refund	11/01/2023	25.00	25.00	52-21350
Total Ronald Temple JR:					42.94	42.94	
S.S.V.E.C							
3920	S.S.V.E.C	100523	Electricity- City Hall	10/05/2023	984.85	984.85	10-43-340
3920	S.S.V.E.C	100523	Electricity- Police	10/05/2023	379.24	379.24	10-51-340
3920	S.S.V.E.C	100523	Electricity- Fire Dept.	10/05/2023	379.23	379.23	10-53-340
3920	S.S.V.E.C	100523	Electricity- City Pool	10/05/2023	604.60	604.60	10-58-340
3920	S.S.V.E.C	100523	Electricity- Parks and Rec	10/05/2023	497.27	497.27	10-60-340
3920	S.S.V.E.C	100523	Electricity- Library	10/05/2023	714.39	714.39	10-62-340
3920	S.S.V.E.C	100523	Electricity- Senior Center	10/05/2023	252.09	252.09	10-68-340
3920	S.S.V.E.C	100523	Electricity- Road User	10/05/2023	2,452.73	2,452.73	23-40-340
3920	S.S.V.E.C	100523	Electricity- Water	10/05/2023	4,098.07	4,098.07	51-40-340
3920	S.S.V.E.C	100523	Electricity- Sewer	10/05/2023	288.26	288.26	52-40-340
3920	S.S.V.E.C	100523	Electricity- Landfill	10/05/2023	1,054.99	1,054.99	55-40-340
Total S.S.V.E.C:					11,705.72	11,705.72	
Sierra Vista NAPA							
3597	Sierra Vista NAPA	92823	Filters to service Trucks.	09/28/2023	198.57	198.57	51-40-470
Total Sierra Vista NAPA:					198.57	198.57	
SW Building Inspection Service							
4025	SW Building Inspection Service	10475	Code Enforcement/Zoning	09/30/2023	4,500.00	4,500.00	10-54-360
4025	SW Building Inspection Service	10475	Council Meeting	09/30/2023	100.00	100.00	10-54-360
4025	SW Building Inspection Service	10499	Code Enforcement/Zoning	10/31/2023	4,500.00	4,500.00	10-54-360
4025	SW Building Inspection Service	10499	Council Meeting	10/31/2023	100.00	100.00	10-54-360
Total SW Building Inspection Service:					9,200.00	9,200.00	
Terminix Processing Center							
10459	Terminix Processing Center	3565619	Pest Control- Town Hall	10/20/2023	50.00	50.00	10-43-462
10459	Terminix Processing Center	3565720	Pest Control- Town Hall	10/20/2023	145.00	145.00	10-43-462
Total Terminix Processing Center:					195.00	195.00	
Tierra Water Management							
10566	Tierra Water Management	1031	Operator of Record- October 2023	11/02/2023	500.00	500.00	51-40-360

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Tierra Water Management:					500.00	500.00	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15662218-A14	Internet Services	10/22/2023	90.66	90.66	55-40-460
Total TransWorld Network, Corp:					90.66	90.66	
WEX BANK							
10401	WEX BANK	101523	Fuel- Admin	10/15/2023	101.53	101.53	10-43-475
10401	WEX BANK	101523	Fuel- PD	10/15/2023	1,325.67	1,325.67	10-51-475
10401	WEX BANK	101523	Fuel- FD	10/15/2023	6.00	6.00	10-53-475
10401	WEX BANK	101523	Fuel- PW	10/15/2023	189.46	189.46	10-57-475
10401	WEX BANK	101523	Fuel- LB	10/15/2023	2.00	2.00	10-62-476
10401	WEX BANK	101523	Fuel- BS	10/15/2023	606.36	606.36	10-69-849
10401	WEX BANK	101523	Fuel- Sewer	10/15/2023	315.76	315.76	51-40-475
10401	WEX BANK	101523	Fuel- Water	10/15/2023	757.82	757.82	52-40-475
10401	WEX BANK	101523	Fuel- LF	10/15/2023	6.00	6.00	55-40-475
Total WEX BANK:					3,310.60	3,310.60	
Wicked Limitz Graphics							
4447	Wicked Limitz Graphics	62494	Required decals for Ft. Huachuca	05/08/2023	390.87	390.87	10-65-470
Total Wicked Limitz Graphics:					390.87	390.87	
Grand Totals:					57,471.77	37,027.28	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



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) 456-9208



To: Town Manager Suzanne Harbey

Date: 10/30/2023

Reference: Take open police officer position

Suzanne,

I respectfully request to step down as Chief of Police for the Huachuca City Police Department. I need to spend more time with my family.

I will fill the current open position in our department.

Please advise what you need me to do.

Thanks

Chief

Jim Thies HC-1



Chief James L. Thies
jthies@huachucacityaz.gov
Huachuca City Police Department (HCPD)
500 N. Gonzales Blvd.
Huachuca City AZ 85616
Department Dispatch: 520-456-1353
Department Cell: 520-678-9604
Department Fax: 520-456-9208

**MEMORANDUM OF UNDERSTANDING
COCHISE COUNTY SHERIFF'S OFFICE AND
TOWN OF HUACHUCA CITY**

This Memorandum of Understanding ("MOU") is made by and between the Cochise County Sheriff's Office and the Town of Huachuca City, hereinafter referred to as collectively, the Parties.

RECITALS

WHEREAS, Cochise County Sheriff's Office offers to participate in assisting the Town of Huachuca City by providing a Supervisory Level Deputy to oversee the general operations of the Huachuca City Police Department until a new Chief of Police is hired by the Town or other managed services are identified and implemented with the Parties.

WHEREAS, the Town of Huachuca City desires to have this Supervisory Level Deputy work parttime overseeing the general operations of the Huachuca City Police Department until a new Chief of Police is hired or other managed services are identified and implemented with the Parties.

WHEREAS, the Cochise County Sheriff's Office is rich in tradition as a legacy partner agency in support of our local, state, and federal law enforcement agencies. Over the last 12 years, we have strived to develop innovative, collective, and complimentary regional programs that serve to promote public safety via an efficiency and effective application. As embraced by measurable action; "**A Multi-Badge—One Mission Application**" has proven to be very beneficial for all the citizens of Cochise County.

WHEREAS, the Cochise County Sheriff's Office has embraced a Community-Culture that's branded under 3-key objectives, **Education, Prevention, and Enforcement**. These objectives have capitalized our institutional priorities which begins with the Pride in Ownership of our Team-Members. We are proud of our investments and most importantly, our valued and trusted reputation.

WHEREAS, the Cochise County Sheriff's Office respects and relies on our partner agencies in fulfilling our community mission as we all police within a rural setting, and believes that law enforcement agencies **shall** work in harmony for all the people, not solely based on their physical location/address.

TERMS OF UNDERSTANDING

This MOU reflects and/or involves no monetary exchange between the parties. This MOU highlights the exchange of public safety services to enhance operational challenges in benefit of all parties, as follows:

1. The Cochise County Sheriff's Office will provide law enforcement oversight and guidance via Leadership, Mentorship, Community-Cultural Application, Progressive Training, Quality Recruitment-Retention-Recognition-Reward of Huachuca City

Sworn and Civilian Officers/Staff, Policy and Procedure updates, High Level Investigations, Budget, Personnel issues i.e. Investigations, Administrative Leave, Promotions, Discipline up to Termination, and the general duties related to the tasks and expectations of a Progressive Law Enforcement Department Head.

2. ALL oversight and personnel matters involving Huachuca City employees that may rise to the level of formal needs/consequences **shall** be the final decision of the Huachuca City Manager, based on the Town's personnel rules and procedures to include applicable state and federal rules and laws.
3. Both parties mutually agree to respond, when available, regarding public safety calls for service. The Cochise County Sheriff's Office has no expectation that officers from the Town would respond beyond a reasonable distance. The Cochise County Sheriff's Office would, though, request assistance within the county proper adjacent to the town limits, up to the Whetstone area when a deputy has an extended response time and/or is unavailable. The Cochise County Sheriff's Office shall replicate this service for the Huachuca City Police Department in their time of need. Nothing herein is intended to supersede the terms of the Cochise County Public Safety Mutual Aid Agreement to which both the Town and the Sheriff are parties.
4. There shall be monthly debriefs and evaluations between the Huachuca City Manager and the Cochise County Sheriff, and/or their designees if they are unavailable to meet, to ensure compliance within this document and if needed, make necessary modifications to ensure it works for both parties.
5. The initial term of the MOU shall be from November ____, 2023, through October 31, 2024. Thereafter, it shall be deemed renewed for successive one-year terms as of 2November 1 of each year, unless terminated pursuant to the conditions of this MOU.
6. At any time, either party can provide a written 30-day unilateral termination of this MOU. This allows for a reasonable allocation of time for both parties to prepare and plan. If either of the Parties believes that the other has materially breached any obligations under this MOU, such Party shall so notify the other Party in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that the cure has been effected. If the breach is not cured within the ten (10) working days, the other Party shall have the right to terminate this MOU without further notice.
7. This MOU may be cancelled for conflicts of interest, pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.
8. The Parties to this MOU shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-

discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap, or veteran status. The parties shall comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101- 12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Orders 99-4 and 2023-01, incorporated into this Agreement.

9. Workers' Compensation Coverage: Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the incident command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
10. The Parties agree that should any part of this MOU be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
11. This MOU shall be subject to and interpreted under the laws of the State of Arizona, and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.
12. All notices, or other correspondence between the Parties regarding this MOU shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO THE TOWN
OF HUACHUCA
CITY:

Suzanne Harvey
Town Manager
City of Huachuca City
500 Gonzales Blvd
Huachuca City, Arizona 85616
520-456-1354

IF TO THE
COUNTY:

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N Judd Drive
Bisbee, AZ 85603
520-432-9500

13. The terms of this MOU are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.
14. In accordance with A.R.S. § 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five (5) years after completion of the MOU.
15. The Parties agree to maintain their own policies of public liability insurance and shall remain responsible for their own errors, emissions, claims and liabilities. Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party. In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this MOU, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is mutually agreeable.
16. Notwithstanding any provision in the MOU to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq. The Parties agree that any dispute arising under this MOU only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et seq. The decision of the arbitrator(s) shall be final.
17. The Parties hereby warrant that they will at all times during the term of this MOU comply with all federal immigration laws applicable to the Parties employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that any sub-contractor who performs any work for the Parties under this IGA likewise complies with the State and Federal Immigration Laws.

This MOU may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

[Signatures follow]

TOWN OF HUACHUCA CITY

Johann Wallace, Mayor

Date

TOWN OF HUACHUCA CITY

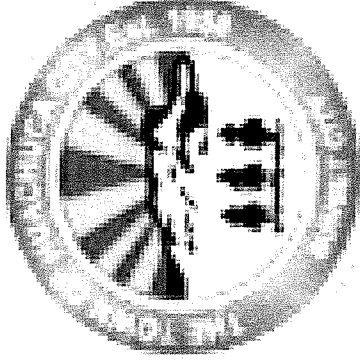
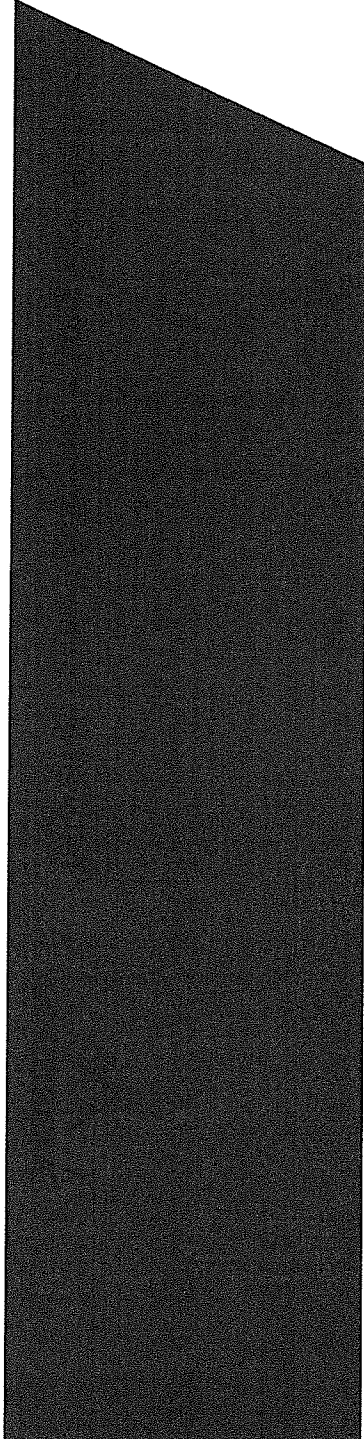
Suzanne Harvey, Town Manager

Date

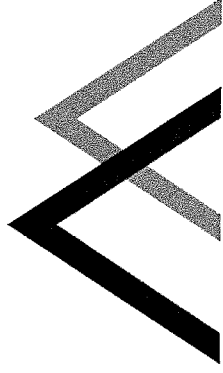
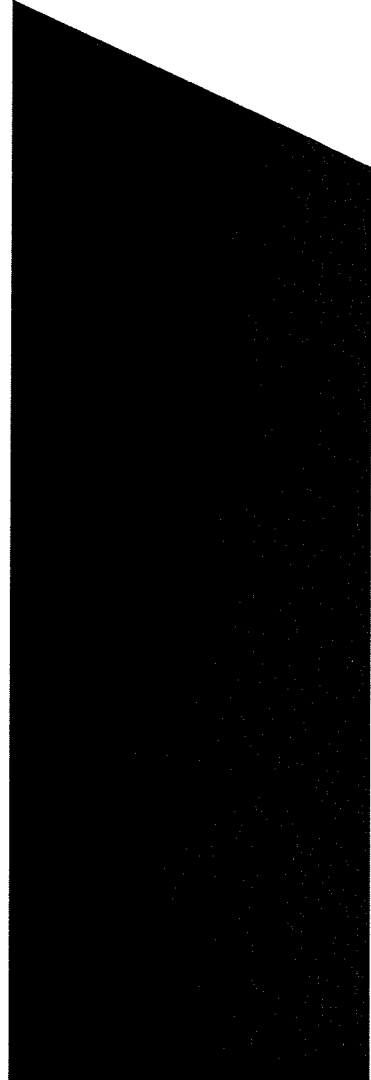
COCHISE COUNTY SHERIFF

Mark Dannels, Sheriff

Date



Moreton Capital Markets & the Town of Huachuca City



MORETON
CAPITAL MARKETS, LLC
MEMBER FINRA & SIPC

About MCM

- Moreton Capital Markets, LLC, (MCM) is a registered broker-dealer with headquarters in Salt Lake City, Utah. We are a member of FINRA, SIPC and Bond Dealers of America.
- Moreton Capital Markets does not carry proprietary products or inventory for our representatives to sell. Our representatives focus on the investment opportunities that best suit their clients' goals and objectives.
- Our firm has a contractual agreement with RBC Correspondent Services® to serve as our clearing and custody firm. Client assets are held by RBC Capital Markets, LLC.®



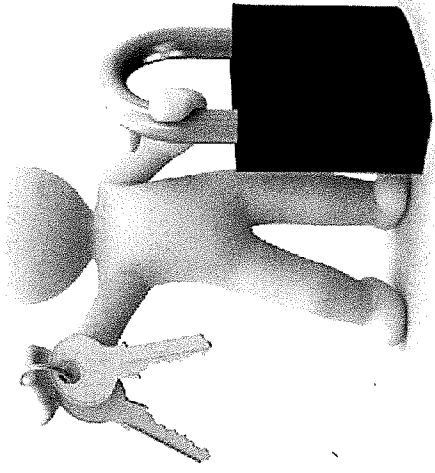
Tailored Investment Solutions • Long Term Relationships

3rd Party Custody / Safekeeping

This ensures ownership and control of the assets remain with the city/town.

Separates Custody from Sales. We believe custody should not be with the same firm engaged in selling securities to the entity.

Requires reports and statements to be received directly from the custodian agent.



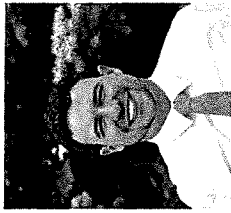
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Your Investment Team



Cory Mckendrick,
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- **U.S. Treasuries**
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- **Brokered CD's**
- **Government and Treasury Money Market Funds**
- **Arizona Municipal Bonds**
- **Commercial Paper**
 - A-1 P-1 Rating
- **Corporate Bonds**
 - Rated "A" or better by two rating agencies

(From State Statute 35-323)



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Investment Vehicles

Brokered CD's

- We have access to banks across the United States who issue CD's.
- The banks set the terms of the CD's they issue.
- Each of these CD's are fully FDIC insured.
- The banks have to offer competitive rates in order to attract investors.
- There is an active market in the event we need to sell early.
- There are maturity dates from 1 month to 15 years.
- All of the CD's are held in one account with one statement for ease.
- We buy in increments of \$250,000, staying at the FDIC insurance level.

U.S Treasury Securities

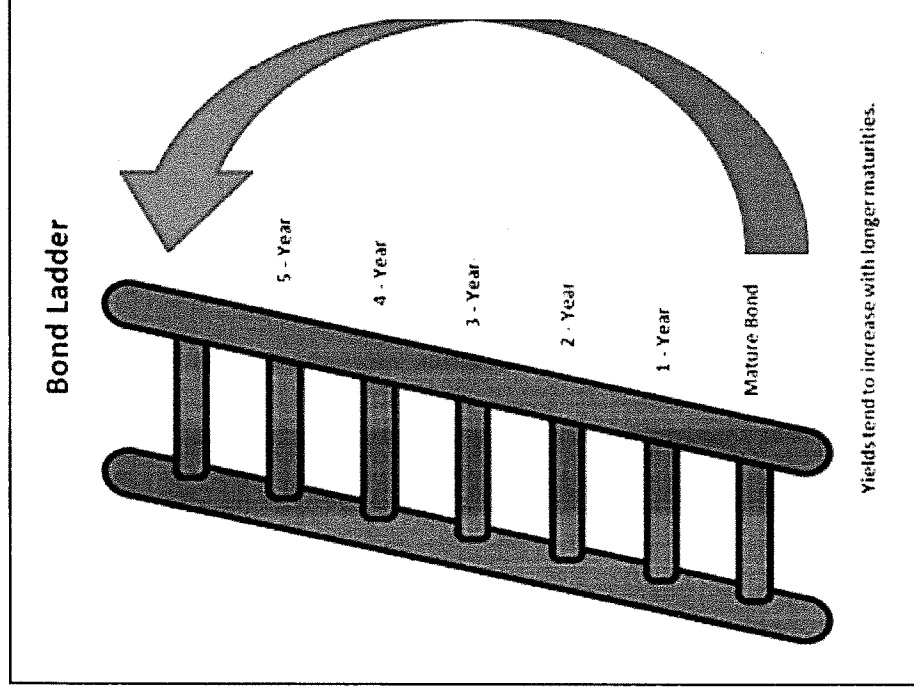
- U.S Treasury investments are considered to be the safest of all securities because they are backed by the full faith and credit of the U.S Government
- The most actively traded market in the world so there is liquidity in the event of early sell.
- Typically pay a set interest rate semi-annually or at maturity.
- Principal returned at maturity.
- Maturities typically range from 1 week to 30 years.

Money Market Funds

- Liquid option similar to a LGIP
- Currently yielding 5.15%

Investment Strategy

- We invest in different maturity dates.
- Typically, longer investments have a higher return.
- As time goes by, the shortest maturities start to mature, giving you cash if you need it.
- If you don't need it, you can reinvest out to the end of the ladder, where higher rates can be found.
- This strategy works to minimize interest rate risk by always having liquidity that can be reinvested if rates go up.
- If you can't reinvest, you now have the cash you need.



Brokered CD Ladder Sample

- Entire \$1 million is FDIC insured
- \$33,937.50 in interest earned just by establishing the ladder and holding until maturity
- \$54,100 in approximate annualized interest income – assuming you reinvest out to the end of the ladder

1 Year \$1 million CD ladder

Amount	FDIC Insurance	Brokered CD from the following Banks	Coupon	Maturity Date	Term	Interest earned by holding until maturity
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\$ 250,000.00	\$ 250,000.00	Flagstar Bank	5.45	8/14/2024	9 mo	\$ 10,218.75
\$ 250,000.00	\$ 250,000.00	Goldman Sachs Bank	5.45	10/25/2024	1 yr	\$ 13,625.00
\$ 1,000,000.00	\$ 1,000,000.00		5.41			\$ 33,937.50

\$1,000,000 X 5.41% = \$54,100 in annual interest income

US Treasury Bill Ladder Samples

- Treasury Bills can have greater flexibility with maturity dates
- \$32,262.50 earned if held to maturity on 1 yr ladder
- \$15,306.06 earned if held to maturity on 6 mo ladder
- \$51,800 and \$52,300 in approximate annualized income

1 Year \$1 million US Treasury Ladder

<u>Amount</u>	<u>Investment</u>	<u>Term</u>	<u>Yield</u>	<u>Maturity Date</u>	<u>Income</u>
\$ 250,000.00	Treasury Bill	3 month	5.21	2/13/2024	\$ 3,256.25
\$ 250,000.00	Treasury Bill	6 month	5.27	5/2/2024	\$ 6,587.50
\$ 250,000.00	Treasury Bill	9 month	5.13	8/8/2024	\$ 9,618.75
\$ 250,000.00	Treasury Bill	1 year	5.12	10/31/2024	\$ 12,800.00
Total	\$ 1,000,000.00		5.18		\$ 32,262.50

\$1 million X 5.18% = \$51,800 in approximate annual interest income

6 month \$1 million Treasury Ladder

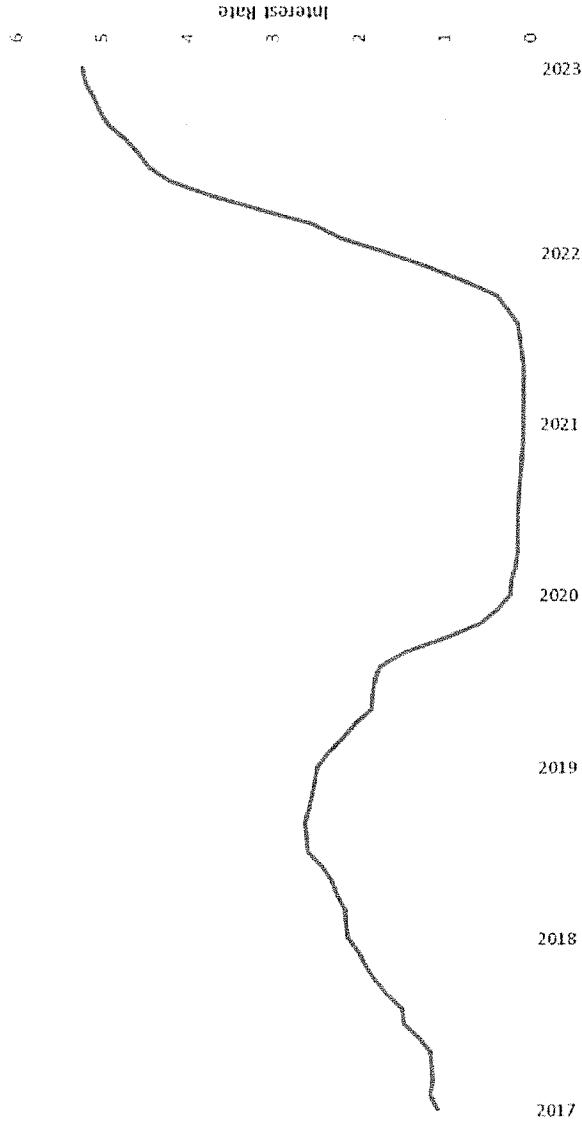
<u>Amount</u>	<u>Investment</u>	<u>Term</u>	<u>Yield</u>	<u>Maturity Date</u>	<u>Income</u>
\$ 166,500.00	Treasury Bill	1 mo	5.19	12/26/2023	720.11
\$ 166,500.00	Treasury Bill	2 mo	5.20	1/23/2024	1,443.00
\$ 166,500.00	Treasury Bill	3 mo	5.21	2/13/2024	2,168.66
\$ 166,500.00	Treasury Bill	4 mo	5.25	3/5/2024	2,913.75
\$ 167,000.00	Treasury Bill	5 mo	5.26	4/18/2024	3,660.08
\$ 167,000.00	Treasury Bill	6 mo	5.27	5/2/2024	4,400.45
Total	\$ 1,000,000.00		5.23		\$ 15,306.06

\$1 million X 5.23% = \$52,300 in appx. annual interest income

Liquid vs Longer term ladder investments

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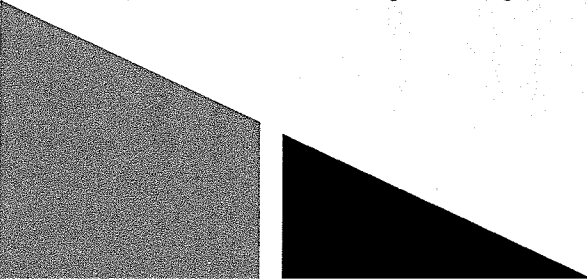
HISTORICAL LGIP Pool 5 RATES



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- Establishing a ladder will lock in 5% to hedge against potential downturn of short term rates.
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- We follow the markets daily and notify you of market changes or opportunities.
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- We provide full service. Rather than simply taking orders, we provide ideas and suggestions to help you manage your portfolio. We review the portfolio for opportunities and present the ideas for your approval or not.
- We work as a member of your team to take the heavy lifting off your plate.
- We can provide analytic reports that are great for presentations to investment committee's, County Commissioners, City Councils, etc. We can provide these whenever you need the information.

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Moreton Capital Markets is not responsible for any loss or damage arising out of any person's use of or reliance upon the information contained herein, including but not limited to, errors, inaccuracies, omissions, changes in market factors or other conditions or circumstances whether or not such errors are within Moreton Capital Markets' control. Under no circumstances shall Moreton Capital Markets be liable for damages that arise from reliance upon information contained herein.

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Moreton Capital Markets, LLC is a broker-dealer registered with the SEC and a member of FINRA and SIPC. MCM privacy policy and business continuity plan can be found on our website www.moretoncm.com. Moreton Capital Markets is a separate entity from Moreton & Company.

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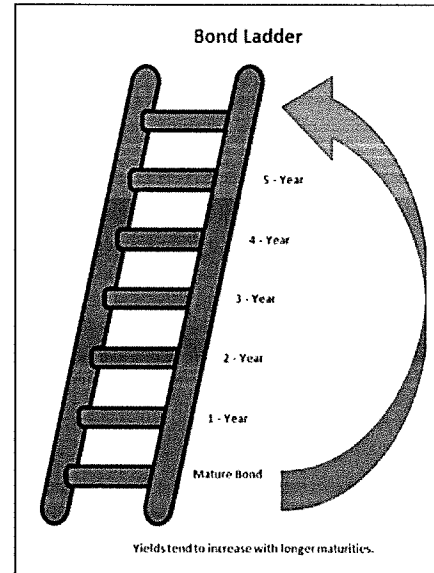
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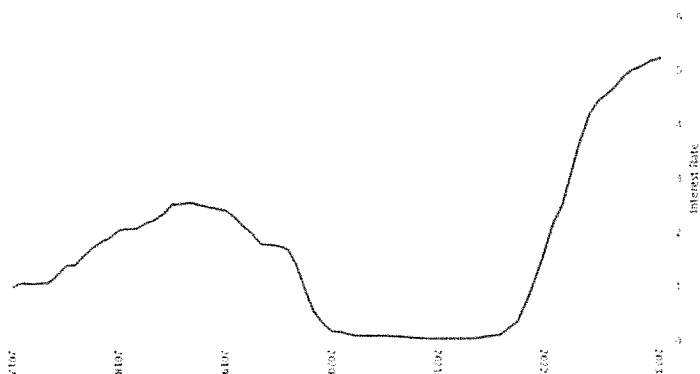
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ARIZONA REFERENCE LIST

- **Town of Kearny:** Amanda Kenney, Town Clerk: akenney@kearnyaz.gov 520-363-5547 ext 1002
- **Town of Hayden:** Teresa Williams, Fin. Director: twilliams@townofhaydenaz.gov 928-812-0839
- **Town of Snowflake:** Brian Richards, Town Manager: brichards@snowflakeaz.gov 928-536-7103
- **Town of Taylor:** Gus Lundberg, Town Manager: gus@tayloraz.gov 928-243-8840
- **Town of Miami:** Maria Lopez, Finance Director: mlopez@miamiaz.gov 928-961-2975
- **Town of Pima:** Vernon Batty, Town Manager: Vernon.batty@pimatown.az.gov 928-322-3108
- **Graham County:** Lori Boren, Chief Dep. Treasurer: Lboren@graham.az.gov 928-428-3440
- **Hunter's Pt. Boarding School:** Faron Logan, Business Mgr: flogan@hpbs-az.org 928-871-4439

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT made and entered for Financial Consultant Services by and between Town of Huachuca City hereinafter referred to as the CITY and Ruben A Villa & Associates. LLC, hereinafter referred to as the CONSULTANT effective as of November 13, 2023.

RECITALS

In accordance with the authority granted under the laws of the State of Arizona, the CITY wishes to formalize its agreement for the services from the CONSULTANT to perform financial services. (See Appendix A for services to be performed by the CONSULTANT, and Appendix B for assignments for the CITY.)

The CONSULTANT and the CITY desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements made by the parties, the parties agree as follows.

AGREEMENT

The CONSULTANT, as an independent CONSULTANT and not as an agent of the CITY, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning November 13, 2023 and ending November 23, 2025 with automatic one (1) year renewals and ninety-day (90) termination notice.

Payments and Compensation

Flat Fee Biweekly Retainer of \$2,625 which includes unlimited service hours as outlined in APPENDIX C. Travel to City Hall above one monthly site visit, if necessary, will be billed at a rate of \$75 per hour. Any ad hoc services outside the scope outlined above and certain analytical reports may be billed separately, contingent upon the nature of the report.

Communication

E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

Changes in Work

Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary.

City Staff Assignments

The CITY agrees to provide qualified staff with assignments necessary to complete accounting functions a collection of relevant information that assist in the performance of CONSULTANT's services as outlined in Appendix B.

Remote Access

The CITY will provide a minimum of one (1) exclusive user accounts to allow remote access to the City's accounting system. Additionally, the CITY agrees to provide the CONSULTANT with security access to one (1) exclusive account that is necessary to perform the services outlined in this Agreement. This access will expire upon termination of this Agreement.

Accounting Software

The CITY agrees to password protect the accounting system to maintain the integrity of the account data. Software and hardware modification related to accounting will be mutually agreed upon. CITY shall be responsible for the expenses associated with software changes.

Suspension of Work

The CONSULTANT relies on timely payment in order to provide the services requested. If the CITY is more than (30) days delinquent in payment, from the date of any of CONSULTANT's invoices, services will be suspended until all outstanding amounts are paid.

Offers of Employment

The CONSULTANT is pleased to be able to provide the CITY with the financial services requested. The CONSULTANT's employees are highly qualified, and many employers would like to employ the CONSULTANT's staff on a permanent basis. Because of the extensive training and knowledge, the CONSULTANT's staff has developed, their separation would be a significant resource loss to the CONSULTANT. As part of this engagement, the CONSULTANT discourages any offers of employment from the CITY to the CONSULTANT's employees, whether that offer is a result of an ad for employment in a newspaper, recruiter, or directly from the CITY. If any employee who participates in this engagement is hired by the CITY for any position during the engagement or within one year after the end of the engagement, the CITY will agree to pay a placement fee of 30% of starting salary. The placement fee would be due and payable to CONSULTANT on the starting date of the employee.

Responsibility, Claims, and Liabilities

The CONSULTANT hereby agrees to save and hold harmless the CITY or any of its officers or employees from all sums the CITY or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the CONSULTANT's performance of professional services for the CITY in the CONSULTANT's capacity as a contract consultant; or caused by any error, negligence, omission, or act of the CONSULTANT or any person employed by it or others for whose acts the CONSULTANT is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees. CONSULTANT shall procure and maintain such policies of liability insurance to cover its obligations hereunder. The provisions of this section of the agreement shall survive any termination or cancellation of the agreement.

Assignments

The contract may not be assigned by the CONSULTANT without prior written consent of the CITY.

Compliance with Laws

The CONSULTANT shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

Without limiting the generality of the foregoing: Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

The CONSULTANT shall procure and pay for all permits and licenses required for CONSULTANT to perform under this Contract. The CONSULTANT shall give all notices necessary and incidental to the

work to be performed.

Compliance with Immigration Laws: As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, CITY is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). CITY must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for CITY, the CONSULTANT fully understands that:

A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

C. CITY or its designee retains the legal right to inspect the papers of any CONSULTANT or subcontractor employee who works on the Contract to ensure that the CONSULTANT or subcontractor is complying with the warranty under subsection A.

No Boycott of Israel: Pursuant to A.R.S. 35-393.01, the CITY may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, CONSULTANT makes this certification.

Jurisdiction

In the event of litigation between the CONSULTANT and the CITY, litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

In the event of a dispute, the parties agree to use arbitration insofar as required by A.R.S. §12-1518. The parties agree that venue for any dispute resolution proceedings shall be in Cochise County, Arizona.

Nondiscrimination

The CONSULTANT shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Services

If the CONSULTANT is unable to complete the services through no fault of the CONSULTANT, as stated in this agreement, the CITY shall pay the CONSULTANT for hours completed on the services based on the rates, which include travel and out-of-pocket expenses, as submitted by the CONSULTANT in its proposal.

Cancellation of this Contract

The CITY and CONSULTANT may terminate this agreement by giving a 60-day written notice. In the event of such termination, the CITY shall be liable to the CONSULTANT only for the work performed up to the effective date of termination. CITY may also terminate this agreement for conflicts of interest, pursuant to A.R.S. 38-511.

Contracts and Amendments

This agreement, its exhibits, appendices, attachments, and actual proposal, including any amendment to the agreement, if applicable, shall constitute the entire contract between the parties. All amendments to this contract shall be confirmed in writing. E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

THIS CONTRACT shall become effective on the date of execution by the CITY and CONSULTANT.

Hon. Johann R. Wallace, Mayor
Town of Huachuca City

Ruben A Villa & Associates

Thomas Benavidez, City Attorney

Suzanne Harvey, Town Manager

APPENDIX A – SCOPE OF SERVICES

Consulting Services for Municipal Accounting

In accordance with the agreement between the Town of Huachuca City (referred to as the CITY) and Ruben A. Villa & Associates, LLC (referred to as the CONSULTANT), effective as of 13 November 2023, the following scope of services outlines the specific tasks and responsibilities of the CONSULTANT.

1. Review and Recommend CASELLE Software Configuration Changes:
 - a. Initial Assessment: The CONSULTANT will conduct a comprehensive evaluation of the current CASELLE software configuration for all modules related to accounting transactions. This will involve examining existing settings, system parameters, and integration points.
 - b. Data Gathering: The CONSULTANT will collect data on the current software usage, performance, and user feedback. This may include interviews with relevant staff and analysis of system logs.
 - c. Analysis and Recommendations: Based on the assessment, the CONSULTANT will identify areas for improvement and recommend specific changes to enhance software efficiency and alignment with the Town's accounting requirements. These recommendations will be presented in a detailed report.
2. Review and Recommend Process Flows:
 - a. Process Mapping: The CONSULTANT will engage in process mapping exercises to document the existing accounting process flows within the Town of Huachuca City.
 - b. Stakeholder Interviews: The CONSULTANT will conduct interviews with key stakeholders involved in these processes to gain insights into pain points, bottlenecks, and areas where improvements are needed.
 - c. Analysis and Recommendations: Based on the process mapping and stakeholder feedback, the CONSULTANT will provide recommendations for optimizing process flows. This will include proposing modifications to policies and procedures to streamline and enhance efficiency.
3. Review Accounting Activity:
 - a. Data Collection: Working closely with the City's CPA and administrative staff, the CONSULTANT will gather data related to accounting activities on a weekly, monthly, and quarterly basis. This data will include financial statements, transaction records, and ledger entries.
 - b. Data Analysis: The CONSULTANT will perform a detailed analysis of the collected data, comparing it against established financial benchmarks and best practices.
 - c. Recommendations: Based on the analysis, the CONSULTANT will recommend adjustments and improvements to enhance the accuracy, transparency, and compliance of the accounting activities. These recommendations will be provided in a clear and actionable format.

4. Assist in the 2024 Home Rule Option Election:
 - a. Data Preparation: The CONSULTANT will collaborate with City Staff to gather and compile all necessary accounting data required for the Home Rule Option Election.
 - b. Submission Preparation: The CONSULTANT will assist in preparing the required schedules and documentation for submission to the Arizona Auditor General's Office, ensuring compliance with all regulations and guidelines.
 - c. Ballot Preparation: The CONSULTANT will coordinate with City Staff to prepare the ballot for the November 2024 general election, ensuring that all financial information is accurately presented to the public.

5. Assist in the Development of the FY25 Annual Budget with Truth in Taxation:
 - a. Data Gathering: The CONSULTANT will work closely with the Town Manager and Department heads to gather financial data and budgetary requirements for the FY25 Annual Budget.
 - b. Budget Proposal: The CONSULTANT will assist in developing a comprehensive budget proposal that aligns with the Town's financial goals, complies with Truth in Taxation requirements, and meets the Mayor and City Council's expectations.
 - c. Presentation: The CONSULTANT will collaborate with Town officials to present the budget proposal to ensure clarity and transparency in the budgeting process.

APPENDIX B – CITY’S RESPONSIBILITIES

Consulting Services for Municipal Accounting

In accordance with the agreement between the Town of Huachuca City (referred to as the CITY) and Ruben A. Villa & Associates, LLC (referred to as the CONSULTANT), effective as of 13 November 2023, the following scope of services outlines the specific tasks and responsibilities of the CONSULTANT.

1. Collaboration on CASELLE Software Configuration Changes:

- a. **Access and Cooperation:** Provide the CONSULTANT with full access to the existing CASELLE software and cooperate in facilitating the initial assessment, data gathering, and system evaluation processes.
- b. **Staff Engagement:** Encourage relevant staff to actively engage in interviews and data collection as requested by the CONSULTANT to support the comprehensive evaluation.
- c. **Implementation Support:** Collaborate with the CONSULTANT in implementing recommended software configuration changes, including system parameter adjustments, and ensure compatibility with the Town's accounting requirements.

2. Participation in Process Flow Review:

- a. **Process Flow Documentation:** Collaborate with the CONSULTANT during process mapping exercises to document the existing accounting process flows within the City's operations.
- b. **Stakeholder Engagement:** Facilitate interviews with key stakeholders involved in accounting processes to provide insights and perspectives to the CONSULTANT for a comprehensive process review.
- c. **Policy and Procedure Modification:** Act on recommendations made by the CONSULTANT for optimizing process flows by considering and, when necessary, modifying policies and procedures to enhance efficiency.

3. Collaboration on Accounting Activity Review:

- a. **Timely Data Provision:** Provide the CONSULTANT with timely access to accounting data, including financial statements, transaction records, and ledger entries, on a weekly, monthly, and quarterly basis.
- b. **Support for Data Analysis:** Collaborate in facilitating data analysis by the CONSULTANT, ensuring all required data is available for detailed examination, benchmarking, and best practice comparisons.
- c. **Implementation of Recommendations:** Act upon the recommendations provided by the CONSULTANT to enhance the accuracy, transparency, and compliance of accounting activities in alignment with established benchmarks and best practices.

4. Cooperation in the 2024 Home Rule Option Election

- a. Data Gathering Assistance: Collaborate closely with the CONSULTANT in gathering and compiling all necessary accounting data required for the Home Rule Option Election.
 - b. Submission Preparation: Work closely with the CONSULTANT to ensure accurate and timely preparation of schedules and documentation required for submission to the Arizona Auditor General's Office, following all regulations and guidelines.
 - c. Ballot Preparation Support: Coordinate with the CONSULTANT and the authorized ballot printer in preparing the ballot for the November 2024 general election, ensuring the accurate presentation of financial information to the public.
 - d. Coordination of Meetings: Coordinate the scheduling of all meetings, work sessions, public hearings, and legal publications in strict accordance with the Home Rule Calendar provided by the CONSULTANT. Ensure meticulous coordination to maintain adherence to the established timeline.
 - e. Notices and Publications: Manage the publication of all essential legal notices, documents, and publications required for the consulting services. This encompasses the publication of notices for public hearings, legal publications associated with the election, and any other specified documents as outlined in the Agreement.
5. Collaboration in the Development of the FY25 Annual Budget with Truth in Taxation:
- a. Data Gathering Cooperation: Collaborate closely with the CONSULTANT to provide financial data and budgetary requirements for the FY25 Annual Budget.
 - b. Relay Relevant Information: Act as the conduit for relaying pertinent budget-related information from the Arizona League of Cities and Towns to the CONSULTANT as requested. This may include updates, guidelines, or best practices that can inform the consulting process.
 - c. Budget Proposal Development: Work closely with the CONSULTANT in developing a comprehensive budget proposal that aligns with financial goals, complies with Truth in Taxation requirements, and meets the expectations of the Mayor and City Council.
 - d. Budget Presentation Assistance: Collaborate with the CONSULTANT to ensure a clear and transparent presentation of the budget proposal to Town officials and the public.
 - e. Meeting Coordination: Schedule all meetings, work sessions, public hearings, and legal publications in accordance with the Budget Calendar provided by the CONSULTANT. Ensure that these activities are well-coordinated and adhere to the established timeline.
 - f. Publication of Notices: Publish all legal notices, documents, and publications required for the consulting services. This includes notices for public hearings, legal publications related to the election, and any other documents as specified in the Agreement.
 - g. Online Accessibility: Make sure that all Budget-related documents and information are readily accessible to the public on the City's website to ensure transparency and compliance with public disclosure requirements.

6. Timely Payments: Invoice Payment: Ensure that biweekly invoices submitted by the CONSULTANT are processed and paid promptly in accordance with the agreed-upon payment schedule. Invoices are expected to be paid within (30) days from the date of submission.

APPENDIX C – PAYMENT SCHEDULE

Consulting Services for Municipal Accounting

	Start	End	Pay Date	Amount
1	11/13/2023	11/26/2023	12/1/2023	\$2,625
2	11/27/2023	12/10/2023	12/15/2023	\$2,625
3	12/11/2023	12/24/2023	12/29/2023	\$2,625
4	12/25/2023	1/7/2024	1/12/2024	\$2,625
5	1/8/2024	1/21/2024	1/26/2024	\$2,625
6	1/22/2024	2/4/2024	2/9/2024	\$2,625
7	2/5/2024	2/18/2024	2/23/2024	\$2,625
8	2/19/2024	3/3/2024	3/8/2024	\$2,625
9	3/4/2024	3/17/2024	3/22/2024	\$2,625
10	3/18/2024	3/31/2024	4/5/2024	\$2,625
11	4/1/2024	4/14/2024	4/19/2024	\$2,625
12	4/15/2024	4/28/2024	5/3/2024	\$2,625
13	4/29/2024	5/12/2024	5/17/2024	\$2,625
14	5/13/2024	5/26/2024	5/31/2024	\$2,625
15	5/27/2024	6/9/2024	6/14/2024	\$2,625
16	6/10/2024	6/23/2024	6/28/2024	\$2,625
17	6/24/2024	7/7/2024	7/12/2024	\$2,625
18	7/8/2024	7/21/2024	7/26/2024	\$2,625
19	7/22/2024	8/4/2024	8/9/2024	\$2,625
20	8/5/2024	8/18/2024	8/23/2024	\$2,625
21	8/19/2024	9/1/2024	9/6/2024	\$2,625
22	9/2/2024	9/15/2024	9/20/2024	\$2,625
23	9/16/2024	9/29/2024	10/4/2024	\$2,625
24	9/30/2024	10/13/2024	10/18/2024	\$2,625
25	10/14/2024	10/27/2024	11/1/2024	\$2,625
26	10/28/2024	11/10/2024	11/15/2024	\$2,625
27	11/11/2024	11/24/2024	11/29/2024	\$2,625
28	11/25/2024	12/8/2024	12/13/2024	\$2,625
29	12/9/2024	12/22/2024	12/27/2024	\$2,625
30	12/23/2024	1/5/2025	1/10/2025	\$2,625
31	1/6/2025	1/19/2025	1/24/2025	\$2,625
32	1/20/2025	2/2/2025	2/7/2025	\$2,625
33	2/3/2025	2/16/2025	2/21/2025	\$2,625
34	2/17/2025	3/2/2025	3/7/2025	\$2,625
35	3/3/2025	3/16/2025	3/21/2025	\$2,625
36	3/17/2025	3/30/2025	4/4/2025	\$2,625
37	3/31/2025	4/13/2025	4/18/2025	\$2,625
38	4/14/2025	4/27/2025	5/2/2025	\$2,625
39	4/28/2025	5/11/2025	5/16/2025	\$2,625
40	5/12/2025	5/25/2025	5/30/2025	\$2,625
41	5/26/2025	6/8/2025	6/13/2025	\$2,625
42	6/9/2025	6/22/2025	6/27/2025	\$2,625
43	6/23/2025	7/6/2025	7/11/2025	\$2,625
44	7/7/2025	7/20/2025	7/25/2025	\$2,625
45	7/21/2025	8/3/2025	8/8/2025	\$2,625
46	8/4/2025	8/17/2025	8/22/2025	\$2,625
47	8/18/2025	8/31/2025	9/5/2025	\$2,625

APPENDIX C – PAYMENT SCHEDULE (continued)

Consulting Services for Municipal Accounting

	Start	End	Pay Date	Amount
48	9/1/2025	9/14/2025	9/19/2025	\$2,625
49	9/15/2025	9/28/2025	10/3/2025	\$2,625
50	9/29/2025	10/12/2025	10/17/2025	\$2,625
51	10/13/2025	10/26/2025	10/31/2025	\$2,625
52	10/27/2025	11/9/2025	11/14/2025	\$2,625
53	11/10/2025	11/23/2025	11/28/2025	\$2,625

SOUTHWEST BUILDING INSPECTION SERVICE, INC.

3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 458-3208

November 3, 2023

Town of Huachuca City
500 Gonzales Blvd.
Huachuca City, Az 85616

Attn: Suzanne Harvey
City Manager

RE: 2021 Three-Year Contract Renewal

Per Section C12 of the agreement dated January 28, 2015 between the Town of Huachuca City and Southwest Building Inspection Service, the agreement will soon automatically renew for an additional one-year term. This letter is being submitted to request a three-year contract term extension rather than one year term.

The current monthly base fee is \$4,500. I am proposing the following base fee for the proposed three-year term:

1. Year 1 the monthly base fee would remain at \$4,500
2. Year 2 the monthly base fee would increase to \$4,725
3. Year 3 the monthly base fee would remain at \$4,725

All other terms outlined in the January 28, 2015 Agreement and the subsequent Addendum accepted on September 24, 2015 are to remain the same.

If you or the Council have any questions, please feel free to contact me.

Respectfully submitted,

Dr. Jim Johnson, PhD, CBO, CCI
Building & Construction Consultant
Southwest Building Inspection Service

SOUTHWEST BUILDING INSPECTION SERVICE, INC.

3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 458-3208

ADDENDUM TO CONSULTING AGREEMENT DATED JANUARY 28, 2015

Town of Huachuca City (Town) and Southwest Building Inspection Service, Inc. (Contractor) agree to amend the signed Consulting Agreement date January 28, 2015 to include the following services:

Contractor to provide full Zoning Department administration, to include but not limited to, provide staff support to the Planning and Zoning Commission, make zoning interpretations, field zoning questions from the public, process all zoning related applications and plans for Planning and Zoning review, guide applicants through the Planning and Zoning process, make zoning code change recommendations to Planning and Zoning Commission for review, as well as any other duties commonly associated with the Zoning Administrator.

Town agrees to appoint James D. Johnson, President of Southwest Building Inspection Service, as the Zoning Administrator for the Town.

The fee for the noted additional services will be \$900 a month.

All other provisions of the Consulting Agreement dated January 28, 2015 will remain in effect.

DR. James Johnson (CEO)
Southwest Building Inspection Service, Inc.

Proposal can be withdrawn if not accepted within 30 days.

"Town" Acceptance of Agreement Addendum:

Tammy J. Mitchell M.M.C.
Tammy J. Mitchell, Town Clerk/Administrator

Date: *9-24-2015*

Ken Taylor
Ken Taylor, Mayor

Date: *27 AUG 15*

SOUTHWEST BUILDING INSPECTION SERVICE, INC.

3965 E. Foothills Drive, Sierra Vista, Arizona 85635 Phone (520) 458-3208 Fax: (520) 458-6898

DATE: January 28, 2015

**TO: Tammy J. Mitchell, Town Clerk/Administrator
Town of Huachuca City
500 Gonzales Blvd.
Huachuca City, Az 85616**

**RE: Providing Building Code Inspection Services
For Town of Huachuca City Building Dept.**

AGREEMENT

A. Dr. James D. Johnson and Southwest Building Inspection Service, Inc., together referred to as the "Contractor", propose to provide the following **BASIC BUILDING INSPECTION** services for the Town of Huachuca City, also referred to as the "Town". "Contractor" and "Town" agree to the following terms:

1. "Town" agrees to appoint James D. Johnson, President of Southwest Building Inspection Service as the Building Inspector for the Town. "Town" shall retain the title of Building Official, Zoning Administrator, Flood Plain Administrator, Planner, Engineer and Public Works Director, and any other department titles that may be created in the future, as well as the responsibilities of each of the noted titles. "Contractor" to act as the Building Inspector and an advisor only to the "Town" on matters relating to the general construction field.
2. "Contractor" to perform building/construction code inspections for **all construction projects** (to include residential, commercial, apartments, new construction, remodeling, room additions, manufactured home installations, gas piping, electrical panel updates, block fences, etc.) within the Town jurisdiction requiring a building permit. "Contractor" shall be considered the exclusive primary inspector for all construction projects.
3. "Contractor" to perform blueprint/plan reviews for all construction projects within the Town of Huachuca City requiring a building permit (prior to issuance of permit). "Contractor" reserves the option to sub-contract plan review services on larger projects.
4. "Contractor" to provide the Town of Huachuca City with a written report at the conclusion of each construction project, detailing the inspections performed.
5. "Contractor" to enforce all Building Department regulations, policies, codes and procedures adopted by the Town Building Department, as well as the adopted Town Zoning Code.
6. "Contractor" to inspect existing properties to enforce adopted Town Codes (other than construction projects) as directed by the Town Building Official. A written report to be prepared and submitted to the Town Building Official for enforcement.
7. "Contractor" to provide a contact point for the general public, to provide technical construction consulting to the Builder, Property Owner, Permit Applicant and/or Town Building Official as needed. Also, act as advisor to the Town Building Official on matters related to the construction field as needed.
8. "Contractor" to provide ICC (International Code Council) certified building inspectors and plan reviewers for all projects.

9. Town Building Official shall be the sole "Contractor" contact. "Contractor" is not required to report to any other employee, council member or mayor of the Town of Huachuca City. In addition, "Contractor" personnel are not required to attend or make a report at any after-hours meetings to include Council, Planning and Zoning or Boards of Adjustments meetings, unless prior arrangements have been made.
 10. Town Building Official will be advised of any major construction changes proposed on a project during the construction process and will retain the right to make the final determination whether to approve any changes from the original approved design. "Contractor" shall approve any minor changes in the field.
 11. Town Building Official will make the final decision in any disagreements between "Contractor" and the Builder/Permit Applicant.
 12. "Town" to process all necessary building permits and collect all associated fees. "Town" to provide "Contractor" with a copy of the building permit once processed. "Town" to issue a Certificate of Occupancy at the conclusion of each project (when applicable), once "Contractor" advises the Town the project has been satisfactorily completed.
 13. "Town" agrees to provide "Contractor" with a complete set of blueprints, specifications and any related materials necessary for each construction project. All necessary pre-approvals such as Planning and Zoning, Council, Fire Department, etc. must be completed prior to the plan check of each project. Once the required plan check has been completed, the "Town" will be informed to process the building permit. All materials will be returned to the "Town" at the conclusion of the project.
 14. All provided services for the **BASIC BUILDING INSPECTION** services to include, but not limited to, site inspections, plan reviews, technical consulting, phone calls, research, travel, meetings with Builder and/or Permit Applicant, meetings with Town Building Official or others at Town Building Official's request (whether on the project site, at Town Hall or in the Sierra Vista offices of "Contractor"), as well as all consultations at request of Building Official pertaining to construction related matters will be billed at **\$2,400 per month**. Any after-hours meetings "Contractor" is requested to attend will be billed at an **additional \$100 per meeting**. Any court proceedings "Contractor" is required to attend will be billed at an **additional \$100 per day**. "Town" agrees to pay all submitted invoices within 30 days of receipt.
- B. "Contractor" proposes to provide the following alternative **COMPLETE BUILDING DEPARTMENT ADMINISTRATIVE** services for The "Town", if they so choose. "Contractor" to perform the same Building Inspection duties as the **BASIC BUILDING INSPECTION** services as outlined in Sections A2-5 noted above. "Contractor" and "Town" agree to the following additional terms:
1. "Town" agrees to appoint James D. Johnson as the Building Official for the Town. "Contractor" to perform all building official duties as outlined in the Town code, as well as in the adopted building codes, to include all construction projects and existing properties. Town Clerk shall be the sole "Contractor" contact. "Contractor" is not required to report to any other employee, council member or mayor of the Town of Huachuca City. In addition, "Contractor" personnel are not required to attend or make a report at any after-hours meetings to include Council, Planning and Zoning or Boards of Adjustments meetings, unless prior arrangements have been made.
 2. "Contractor" to provide full Building Department administration, to include but not limited to, issuing building permits, certificates of occupancy, inspection reports, cease and desist orders, citations and condemn notices.

3. "Contractor" will have complete authority over all construction activity within the town limits and will be responsible for the day-to-day operations of the Building Inspection Dept. "Town" shall gather all permit applications and blueprints and collect all necessary fees once "Contractor" issues building permit. "Contractor" to obtain all necessary pre-approvals on all construction projects such as Planning and Zoning, Council, Fire Department, etc., prior to conducting plan review and issuing building permit.
4. "Contractor" to enforce the adopted Town Zoning Code, as well as provide guidance to the public on possible zoning issues or variances.
5. "Contractor" to provide a contact point for the general public and provide technical construction consulting to the Builder, Property Owner and Permit Applicant.
6. "Contractor" to provide ICC certified building officials, building inspectors & plan reviewers for all Town projects. "Town" agrees to maintain a governmental membership with the International Code Council.
7. "Contractor" to advise the "Town" when it is recommended to update the adopted building codes.
8. All provided services for the **COMPLETE BUILDING DEPARTMENT ADMINISTRATIVE** services to include, but not limited to, site inspections, issuance of building permits & certificates of occupancy, plan reviews, technical consulting, phone calls, research, travel, meetings with Builder and/or Permit Applicant, meetings with Town Clerk or others at Town Clerk's request (whether on the project site, at Town Hall or in the Sierra Vista offices of "Contractor"), will be billed at **\$2,950 per month**. Any after-hours meetings "Contractor" is requested to attend will be billed at an **additional \$100 per meeting**. Any court proceedings "Contractor" is required to attend will be billed at an **additional \$100 per day**. "Town" agrees to pay all submitted invoices within 30 days of receipt.

C. ADDITIONAL GENERAL TERMS:

1. "Town" agrees to maintain all necessary records and provide "Contractor" with copies of such records upon request.
2. "Town" agrees to provide a budget for department supplies and other items deemed necessary from time to time. "Town" shall provide job inspection tags for the "Contractor" to use on each project to confirm requested inspections have been performed. "Town" shall pay all postage costs for official mailings from the Building Inspection Department. "Contractor" will provide all other supplies, inspection and safety equipment, code training and vehicles as necessary to perform the noted services.
3. "Contractor" shall not be required to obtain a business license from the "Town" since the services are performed directly for the municipal government.
4. Per the legal requirement noted within the building safety codes adopted by the "Town", the "Contractor", while acting as the appointed Building Inspector and/or Building Official (or in the performance of any other duties as agreed upon by the parties) for the "Town" in good faith and without malice in the discharge of the duties required by the building safety codes or other pertinent laws or ordinances, shall not thereby be rendered liable personally. Any suit instituted against the "Contractor" because of an act performed in the lawful discharge of duties and under the provisions of the building and safety codes or adopted Town codes shall be defended by legal representative of the "Town" until the final termination of the proceedings. The "Contractor" shall not be liable for any cost in any action, suit, proceeding or settlement that is instituted in pursuance of the provisions of the adopted codes.

5. **Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the "Town" is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. Section 23-214(A). The "Town" must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the "Town", the "Contractor" fully understands that:
 - A. "Contractor" warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
 - B. A breach of the warranty described in subsection A shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract;
 - C. The "Town" or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.
6. **Cancellation for Conflicts of Interest:** The "Town" may cancel this engagement for conflicts of interest pursuant to A.R.S. Section 38-511.
7. **Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The "Contractor" will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
8. **Non-Discrimination:** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
9. **Public Records:** The "Contractor" understands that the "Town" is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, as interpreted by Arizona case law. Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. The "Town" may, at reasonable times and places, audit the books and records of the "Contractor", or any and all the sub-contractors' records. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.
10. **Insurance:** The "Contractor" shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to the "Town" at least 10 (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability and workers' compensation insurance, the liability insurance policy(s) shall include the "Town" as an additional insured with respect to liability arising out of the Contract. *Except as stated in Section C-4 above*, the "Contractor" agrees that its insurance will be primary and that any insurance carried by the "Town" will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	\$ Statutory
Employees Liability	\$1,000,000
Professional Liability (Errors & Omissions)	\$1,000,000
General Liability	\$2,000,000
Vehicles	\$1,000,000

11. The status of the "Contractor" shall be that of an independent contractor, and "Contractor" shall not be considered an employee of the Town and shall not be entitled to receive any fringe benefits associated with regular employment. "Contractor" shall be responsible for payment of all federal, state and local taxes associated with compensation received, pursuant to this Agreement.
12. This Agreement shall be effective for a two year term. The Agreement shall automatically be renewed for one-year periods contingent on the determination of availability of funds and negotiation of the fee, unless earlier terminated as provided in this Agreement. Any modification or extension shall be by formal written amendment and executed by the parties hereto.
13. This Agreement automatic renewal may be terminated by either party upon giving written notification to the other party thirty (30) days prior to the expiration of the current agreement term. This Agreement may be earlier terminated by either party with or without cause upon giving written notification to the other party not less than sixty (60) days prior to the effective date of termination.
14. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
15. It is understood that no guaranties or warranties are expressed or implied as to the quality workmanship or materials on any project. Please keep in mind that this contract does not include the following services: Pest control, quality control, surveying, engineering, planning, geotechnical soils, public works issues, easements, environmental issues, general plan or verification of property lines.
16. Any notice required or permitted to be given under this Agreement shall be in writing. Notice to the Town of Huachuca City shall be addressed and mailed as follows:

Town Clerk
Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

Notice to "Contractor" shall be addressed and mailed as follows:

Southwest Building Inspection Service, Inc.
3965 E. Foothills Drive Suite D
Sierra Vista, Az 85635

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

Dr. G. J. [Signature] CEO
Southwest Building Inspection Service, Inc.

Proposal can be withdrawn if not accepted within 30 days.

"Town" Acceptance of Agreement:

- A. Basic Building Inspection package at \$2,400 per month (\$28,800 per year) plus \$100 fee for meetings & court proceedings
- B. Complete Building Dept. Administration package at \$2,950 per month (\$35,400 per year) plus \$100 fee for meetings & court proceedings

Tammy J. Mitchell
Tammy J. Mitchell, Town Clerk/Administrator

Date: 2-13-2015

Ken Taylor
Ken Taylor, Mayor

Date: 2-13-2015



TOWN OF HUACHUCA CITY

CONTRACT FOR SERVICES

This Contract, made and entered into by and between the Town of Huachuca City, an Arizona municipal corporation, referred to as “TOWN” in this Contract, and Waste Management of Arizona, Inc., a California corporation, referred to as “CONTRACTOR” in this Contract.

RECITALS:

WHEREAS, TOWN is an Arizona municipal corporation, organized under and existing pursuant to Title 9, Arizona Revised Statutes; and

WHEREAS, TOWN requires those services as specified in this Contract; and

WHEREAS, TOWN desires to engage the CONTRACTOR to perform services as specified in this Contract; and

WHEREAS, the CONTRACTOR represents that it is fully able and professionally qualified to perform such services; and

WHEREAS, TOWN authorized the execution of this Contract effective November 30, 2023; and

WHEREAS, TOWN has authorized this Contract for a maximum term of 5 years.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, TOWN does hereby engage the CONTRACTOR and the CONTRACTOR does hereby accept engagement in accordance with the conditions and terms that follow:

1) SCOPE OF WORK

SEE ATTACHMENT A, incorporated herein by this reference.

2) SPECIAL TERMS AND CONDITIONS

1) Key Personnel:

Principal in Charge: Scott Bradley, Vice President, of the CONTRACTOR, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and will be ultimately responsible for satisfactory execution of all work tasks.

CONTRACTOR’S Project Manager: Clark Landrum, an officer or employee of the CONTRACTOR, will serve as the primary contact with the TOWN Project Manager, Matt Williams. The CONTRACTOR’S Project Manager’s responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to TOWN inquiries and comments, and tracking the status of the Contract budget and schedule.

- 2) **Performance Schedule:** The term of this Contract shall commence December 1, 2023 (the “Effective Date”) and terminate immediately following November 30, 2028. The term of this Contract may be extended upon written agreement of the parties. The work shall be completed in a timely manner and all deliverables shall be submitted to the TOWN Project Manager as provided in the Scope of Work.
- 3) **Insurance:** The CONTRACTOR shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to TOWN at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability and workers’ compensation insurance, the liability insurance policy(s) shall include TOWN as an additional insured with respect to liability arising out of the Contract. The CONTRACTOR agrees that its insurance will be primary and that any insurance carried by TOWN will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers’ Compensation	\$ Statutory
Employees Liability	\$ 1,000,000.00
General Liability	\$2,000,000.00
Vehicles	\$1,000,000.00

The CONTRACTOR must present to the TOWN Project Manager written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy TOWN regarding their adequacy.

- 4) Omitted
- 5) **Payment and Performance Bonds:** are not required.
- 6) **Warranty:** The CONTRACTOR shall warrant all workmanship and deliverables as provided in the Scope of Work.

3) GENERAL TERMS AND CONDITIONS

1) Key Terms and Definitions:

- **TOWN'S Mailing Address:** 500 N. Gonzales Blvd. Huachuca City, Arizona 85616.
 - **Contract:** This document executed between TOWN and the CONTRACTOR.
 - **CONTRACTOR'S Mailing Address:** 222 South Mill Avenue, Suite 333, Tempe, AZ 85281
 - **May:** Indicates an action that is permissible, but not mandatory.
 - **TOWN Project Manager:** The TOWN officer or employee, who is responsible for overseeing the CONTRACTOR'S performance under this Contract.
 - **Shall, Must and Will:** Indicate an action that is mandatory.
 - **Should:** Indicates an action that is recommended, but not mandatory.
- 2) **Termination:** TOWN, upon certification of the TOWN Project Manager, without prejudice to any other right or remedy of TOWN, and after giving the CONTRACTOR ten (10) working days written notice and an opportunity to cure, may terminate this Contract with the CONTRACTOR. Such termination will apply to all work, or any part thereof, for the following reasons:
- The CONTRACTOR is adjudged bankrupt;
 - The CONTRACTOR is persistently or repeatedly refusing or failing to perform in accordance with the requirements of the Contract;
 - The CONTRACTOR abandons the work, or unnecessarily or unreasonably delays the work;
 - Funds are not appropriated or are otherwise unavailable to TOWN;
 - The CONTRACTOR should be found by TOWN to have a conflict of interest as contemplated by Arizona Revised Statutes §38-511, et seq.; or
 - The CONTRACTOR refuses to correct, at the CONTRACTOR'S sole expense, any portion of the work product determined by TOWN'S Project Manager to be deficient.
- 3) **Records and Audit:** Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. TOWN may, at reasonable times and places, audit the books and records of the CONTRACTOR, or any and all of the sub-contractors' records, relating to the performance of the Contract for a period of not less than three (3) years after the final payment is made under the Contract. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.
- 4) **Arbitration:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration, shall apply to or be binding upon TOWN, except by

TOWN'S express written consent given subsequent to execution of the Contract. However, at the parties' option, or by other means expressly approved by TOWN, disputes may be resolved through arbitration.

- 5) **Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 6) Omitted.
- 7) Omitted.
- 8) **Commencement of Work:** The CONTRACTOR shall work only after receiving TOWN'S Notice to Proceed from the TOWN Project Manager. The CONTRACTOR shall complete all work to the reasonable satisfaction of TOWN in accordance with the Scope of Work.
- 9) **Records and Information:** The CONTRACTOR understands that TOWN is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, and as interpreted by Arizona case law.
- 10) **Certification:** By signature on the Contract, the CONTRACTOR certifies that:
 - a. The submission of the offer did not involve collusion or anti-competitive practices.
 - a) The CONTRACTOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TOWN officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in TOWN exercising other remedies under the law and the Contract.
- 11) **Signing Authority:** The individual signing the Contract for CONTRACTOR hereby certifies and warrants that he is an authorized agent for the CONTRACTOR and has the authority to bind the CONTRACTOR to the Contract.
- 12) **Conflict of Interest:** TOWN may cancel this Contract, pursuant to A.R.S. 38-511.

No member of the Town Council, and no other officer, employee or agent of TOWN who exercises any function or responsibility in connection with planning and carrying out work or services under this Contract or any relative thereof shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof; and the CONTRACTOR shall take appropriate steps to assure compliance.

- 13) Applicable Law:** The laws of the State of Arizona shall govern the Contract, and all suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Cochise County, Arizona.
- 14) Contract Terms and Conditions:** TOWN reserves the right to clarify any contractual terms or conditions with the concurrence of the CONTRACTOR; however, any substantial non-conformity in the Contract, as determined by TOWN, shall be deemed non-responsive and the Contract terminated pursuant to Section C (2). This Contract contains the entire agreement between TOWN and the CONTRACTOR relating to the work and services provided hereunder and shall prevail over any and all previous agreements, oral or written statements, proposals, negotiations, or purchase orders in any form.
- 15) Contract Amendments:** The Contract shall be modified only by a written Contract amendment signed by TOWN, and persons duly authorized to enter into contracts on behalf of the CONTRACTOR. While amendments are discouraged, they may be considered when TOWN adds related work to the original Scope of Work, or when TOWN and the CONTRACTOR agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. Amendments may also be required to extend the term of the Contract. Any additional work performed by the CONTRACTOR without an appropriate amendment shall be at the CONTRACTOR'S sole cost.
- 16) Assignment – Delegation:** No right or interest in the Contract shall be assigned by the CONTRACTOR without prior written permission of TOWN, and no delegation of any duty of the CONTRACTOR shall be made without the prior written permission of the TOWN Project Manager. TOWN shall not unreasonably withhold approval, and shall notify the CONTRACTOR of TOWN'S position within thirty (30) days of receipt of written notice by the CONTRACTOR.
- 17) Rights and Remedies:** No provision in this Contract shall be construed, expressly or by implication, as a waiver by TOWN of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of TOWN to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of TOWN to insist upon strict performance of the Contract.
- 18) Indemnification:** The CONTRACTOR shall indemnify, defend, and hold TOWN harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the CONTRACTOR, TOWN, any of TOWN'S officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the acts of the CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S

obligations under this section shall not apply to any damages caused by the negligence or breach of TOWN or its employees. The indemnity provided in this section shall survive termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for in section B3, above, shall limit the scope and extent of indemnity hereunder.

- 19) Force Majeure:** Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, “Uncontrollable Circumstances” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.
- 20) Right to Assurance:** Whenever TOWN has reason to question the CONTRACTOR’S intent or ability to perform, TOWN may demand that the CONTRACTOR give a written assurance of its intent or ability to perform. In the event that a demand is made, and no written assurance is given within five (5) working days, TOWN may treat this failure as an anticipated breach of the Contract.
- 21) Right to Inspect:** TOWN may, at reasonable times, and at TOWN’S expense, inspect the place of business of the CONTRACTOR or any subcontractor, which is directly or indirectly involved in the performance of the Contract as awarded, or proposed to be awarded.
- 22) Quality of Materials, Services and Deliverables:** All materials, services and other deliverables are subject to acceptance by TOWN. Materials, services or other deliverables (either interim or final) failing to conform to the specifications of the Contract or which are deemed to be substantially deficient by the TOWN Project Manager, shall be returned to the CONTRACTOR for remedy. If so returned, all costs to remedy the deficiencies shall be the responsibility of the CONTRACTOR. Should the CONTRACTOR dispute the Project Manager’s decision regarding the quality of the work product at issue, the CONTRACTOR may appeal the Project Manager’s decision, through the TOWN Procurement Director, or his designee. The decision of the Procurement Director shall be final. In the event the Procurement Director should find the work product at issue to be deficient, and the CONTRACTOR refuses to correct the work product at the CONTRACTOR’S sole cost, the Procurement Director may invoke its remedies set forth in this Contract for noncompliance.

23) Omitted.

- 24) Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to TOWN until TOWN actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.
- 25) Default in One Installment to Constitute Total Breach:** The CONTRACTOR shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or materials, or default of any nature, shall, at the option of TOWN, constitute a breach of the Contract as a whole.
- 26) Liens:** All materials, services and other deliverables supplied to TOWN under this Contract shall be free from all liens.
- 27) Licenses and Compliance with Laws:** The CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the CONTRACTOR as applicable to the Contract, throughout its duration. The CONTRACTOR and any subcontractors shall fully comply with all applicable federal, state and local laws in performing hereunder.
- 28) Americans with Disabilities Act:** The CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 – 12213), and applicable Federal regulations under this Act.
- 29) Method and Schedule of Payment:** The method and schedule of payment is subject to the requirements and restrictions of TOWN.

TOWN agrees to reimburse the CONTRACTOR up to the sum specified on page 1 which shall constitute full and complete compensation for the CONTRACTOR'S services.

TOWN'S normal policy is to process invoices requesting payment for work done within 45 days, upon satisfactory delivery of products, services, and/or goods, as well as receipt of properly complete invoices and the necessary TOWN Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized TOWN Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented in the Scope of Work on a monthly basis. From time to time, additional documentation may be requested by TOWN.

Invoices for payment will be submitted by mail to the TOWN Project Manager, at TOWN'S mailing address on page 3, above.

Costs incurred by the CONTRACTOR as a result of any work performed outside the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved pursuant to a contract amendment.

Payment to the CONTRACTOR in advance of the CONTRACTOR incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited, unless TOWN makes a written determination prior to the payment that an advance payment is in TOWN'S best interest.

- 30) Equipment Maintenance:** The CONTRACTOR must maintain all equipment, as applicable, in good working order throughout the length of the project, repairing or replacing any unsafe or inoperative equipment without delay. If there is damage to CONTRACTOR equipment provided to residents, and such damage is caused by events other than normal wear and tear, then CONTRACTOR may pursue legal remedies, as determined by CONTRACTOR.
- 31) Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The CONTRACTOR will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
- 32) Retention of Records:** The CONTRACTOR shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.
- 33) Assignment of Principals:** CONTRACTOR will notify TOWN if CONTRACTOR changes its Principal in Charge or Project Manager. TOWN will notify CONTRACTOR if TOWN changes its Project Manager.
- 34) Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ["A.R.S."] § 41-4401, TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for TOWN, the CONTRACTOR fully understands that:
- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

C. TOWN or its designee retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is complying with the warranty under subsection A.

35) No Discrimination: Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

36) Compliance with Applicable Laws: CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including without limitation federal, state, and TOWN, relating to or affecting work under this Contract. CONTRACTOR shall secure and obtain any and all permits, licenses, and consents in connection with its performance of its services.

37) Grant Agreement Provisions Incorporated: Any terms or provisions required to be included in this Contract, pursuant to the terms of any grant funding agreements to which TOWN is a party, are hereby incorporated by this reference.

38) CONTRACTOR'S Responsibilities Upon Notice of Termination by TOWN: Upon receipt of a notice of termination, CONTRACTOR, unless otherwise directed by TOWN, shall make a good faith effort to cancel or terminate all existing orders or contracts, which CONTRACTOR or its subcontractors shall have made. Upon receipt of such notice, CONTRACTOR, unless otherwise directed by TOWN, shall thereafter do only such work as may be necessary to preserve and protect work already in progress and shall take all reasonable steps to minimize cost and mitigate any potential damages against TOWN. On the effective date of such termination, CONTRACTOR shall discontinue all performance under this CONTRACT.

39) Surviving Provisions: CONTRACTOR'S obligations under (CONTRACTOR'S Responsibilities upon Notice of Termination), (Exclusive Possession), (Patents and Copyrights), (Records and Audit), (Retention of Records), (Indemnification), and this Section (Surviving Provisions), and any other obligations which reasonably should survive, shall survive expiration or other termination of this Contract.

40) TOWN is prohibited from awarding a contract to a vendor engaged in a boycott of Israel. To ensure compliance with A.R.S. 35-393.01, CONTRACTOR warrants that it is not now and will not engage in a boycott of Israel, as defined in A.R.S. 35-393, et seq.”

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the TOWN.

TOWN OF HUACHUCA CITY

CONTRACTOR

by _____
its: _____
Date: _____

by: _____
its: _____
Date: _____

APPROVED AS TO FORM:

Thomas A. Benavidez
Town Attorney
Date: _____

ATTACHMENT A
[Scope of Work Must Be Attached]

ATTACHMENT A – SCOPE OF WORK

1) From Section 3 of Town's 2018 RFP:

- a) This section identifies specific requirements that must be met by the Proposer in their response to the RFP. Unless specifically indicated in writing the Proposer is providing assurance to the Town that the Proposer can provide the service as indicated. If the Proposer cannot offer the service, the Proposer must specifically state it cannot provide the service and the Proposer must indicate how it would contemplate the service would be delivered by another party. Additional pages may be provided; if additional pages are provided, they shall cross reference with the numbered sections below and be individually numbered pages.
- b) The Successful Proposer will provide all labor, supervision, training, tools, maintenance and insurance on all utilized equipment to provide a complete and adequate refuse and Solid Waste collection, transport, and delivery system to all residential accounts, all Town Commercial Accounts, and all Commercial Accounts the Town is currently servicing. The successful proposer will provide proof of insurance and maintenance on vehicles on request.
- c) The Successful Proposer will obtain and maintain a business license from the Town of Huachuca City for handling solid Waste within the Town limits of Huachuca City as well as a commercial account with Huachuca City landfill within 14 days of notification of potential award of Contract.
- d) The Successful Proposer will Furnish all labor, supervision, training, tools, apparatus, office facilities and equipment, area for storage of containers and vehicles, all, necessary licenses and permits, containers of various sizes for storage of refuse and solid waste, and any other materials necessary to provide automated refuse and solid waste collection services under this RFP.
- e) The Successful Proposer will provide regularly scheduled refuse and solid waste services for collection, transport and delivery to the Residential and Commercial Accounts under this RFP in accordance with the schedule dictated by the Town.
- f) The Successful Proposer will provide the means to maintain the Solid Waste collection containers in its possession and in the possession of customers in a safe and sanitary condition which minimizes pests, flies, and other vermin.

The Successful Proposer will provide for the pickup, transport, and delivery of refuse to the Town of Huachuca City Landfill.

- h) The Successful Proposer will provide Clear and readable labeling on vehicles which includes a contact number, name of the Proposer.

- i) The Successful Proposer will provide a customer service representative during normal business hours to receive and address telephone calls relative to service under this RFP, and the Successful Provider will make its customer service representative available to the serviced customers, including the Town, during these hours.
- j) The Successful Proposer will respond to customer calls under this RFP/Contract for pickup of refuse within three (3) Business days.
- k) The Successful Proposer will provide that the ownership of the trucks and containers is vested in the Provider's organization.
- l) The Successful Proposer will provide that the equipment and trucks are in good work order and maintained to prevent oil and hydraulic leaks.

2) ADDITIONAL TERMS AND CONDITIONS.

a) DEFINITIONS.

- i) "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Contract.
- ii) "Bin" means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck.
- iii) "Cart" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.
- iv) "Collection Service(s)" means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or processed.
- v) "Container" means a Bin, Cart or Roll-Off Container.
- vi) "CPI-U" means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- vii) "Dwelling Unit" means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- viii) "Premises" means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- ix) "Rates" means the fees to be charged by WM to Town, and paid by Town to WM, for the Collection Services and other services provided by WM and included on current approved fee schedule, as such may be adjusted from time to time.

- x) "Refuse" means Solid Waste that is set out for collection and disposal pursuant to this Agreement.
- xi) "Residential Premises" means a Single-Family Premises.
- xii) "Roll-Off Container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from WM.
- xiii) "Service Area" means (i) the entire territory included within the Town limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Town limits from time to time due to annexation, incorporation or other means, but only from and after the time as WM is able to provide collection services in such additional area and has reached agreement with the Town as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.
- xiv) "Service Recipient" means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.
- xv) "Single-Family Premises" means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).
- xvi) "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, but excluding Unacceptable Waste.
- xvii) "Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to WM pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to WM's equipment of facilities, or present a substantial endangerment to the health or safety of the public or WM's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

b) EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.

- i) The Town does hereby grant to any and WM shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse and Recyclables) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by WM. Subject to Section (ii) below, all Residential Premises within the Service Area shall be required by Town to utilize the Collection Services of WM as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account.

- ii) Notwithstanding the above, nothing in this Contract shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.
- iii) The Town shall use good faith efforts to protect and enforce the exclusive rights of WM through appropriate ordinances and enforcement of those ordinances against third party violators. WM may independently enforce the exclusivity provision of this Contract against third party violators, including but not limited to seeking injunctive relief, and the Town shall use good faith efforts to cooperate in such enforcement actions brought by WM.

c) COLLECTION SERVICES.

i) Containers.

(1) WM shall provide each Single-Family Premises with one 96-gallon Cart for Refuse. Additional Carts will be available for a fee as set forth in current fee schedule. WM will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow WM to retrieve all WM Containers at the termination or expiration of this Contract.

(2) WM shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear.

ii) Collection Location, Frequency and Time.

(1) Refuse shall be collected from the curbside (1) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m.

d) SERVICE RECIPIENT BILLING; WM COMPENSATION.

- i) Service Recipient Billing. Town shall invoice and collect payments from Service Recipients, and shall compensate WM monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in current fee schedule. In calculating such monthly compensation to WM, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by WM will be added to such amount.

- ii) Company Submittal of Invoicing Information. On or before the 10th of each month, WM shall provide Town an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month, as well as ancillary and non-recurring charges. Town shall pay invoices within thirty (45) days of the invoice date. Payment by Town shall be made by check, wire transfer or ACH debit
- iii) Additional and Unbilled Services. Where a Service Recipient requests services not billed by Town, or WM identifies additional services that are being provided but that are not billed by Town, WM may bill Service Recipient for those services in accordance with this Contract. Additional and unbilled services provided during a calendar month shall be submitted to Town with WM's monthly invoice.

ATTACHMENT B – WM RATES

- 1) WM shall provide the Collection Services for the rates set forth below (the “Rates”), as the same may be adjusted in accordance with this Attachment:
 - a) Attached current fee schedule.
- 2) Annual CPI Adjustments. Commencing on the date which is one (1) year after the Effective Date, and on the same date annually thereafter (the “Adjustment Date”), the Rates shall be increased by an amount equal to the then-current Rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”) from the 12-month period ending the next previous April to the average CPI-U for the 12-month period ending the previous May. Provided that adequate supporting information has been submitted by WM, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section.
- 3) Extraordinary Adjustments. In addition to the annual adjustment provided by Section 2 above, the Rates shall, upon written request of WM, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the services hereunder due to any one or more of the following causes:
 - a) Uncontrollable Circumstance:
 - b) Changes in Applicable Law that is effective after the Effective Date of this Contract.
 - c) Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the services under this Contract;
 - d) Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of WM.

If WM requests a Rate adjustment pursuant to this Section 3, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The Town may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Town shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by WM. The Town shall approve all properly calculated Rate adjustments within ninety (90) days of WM’s request, and the adjusted Rates shall be deemed to take effect as of the date of WM’s request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the Town shall approve the Rate adjustment within such time period

as necessary to ensure that such fees, taxes, assessments or charges are passed on to Town by the date the same are effective.

**CONTRACT BETWEEN TOWN OF HUACHUCA CITY AND WASTE MANAGEMENT
Effective July 1, 2023
Rate Exhibit**

	Current Rate	CPI Rate Adjustment 4.5%	CPI Total	Extraordinary Rate Adjustment 2.5%	CPI + Extraordinary Adjustment 2023 Rate
Residential Service					
Weekly Refuse and Recycling	\$ 13.18	\$ 0.59	\$ 13.77	\$ 0.33	\$ 14.10
Additional Container Rate	\$ 7.73	\$ 0.35	\$ 8.08	\$ 0.19	\$ 8.27
Commercial Service - 1x pickup per week					
City Commercial Unit 96 gallon containe	\$ 13.18	\$ 0.59	\$ 13.77	\$ 0.33	\$ 14.10
Commercial Dumpster 2 yard	\$ 47.73	\$ 2.15	\$ 49.88	\$ 1.19	\$ 51.07
Commercial Dumpster 4 yard	\$ 81.13	\$ 3.65	\$ 84.78	\$ 2.03	\$ 86.81
Commercial Dumpster 6 yard	\$ 114.64	\$ 5.16	\$ 119.80	\$ 2.87	\$ 122.66
Commercial Service - 2x pickup per week					
City Commercial Unit 96 gallon containe	\$ 22.32	\$ 1.00	\$ 23.32	\$ 0.56	\$ 23.88
Commercial Dumpster 2 yard	\$ 85.87	\$ 3.86	\$ 89.73	\$ 2.15	\$ 91.88
Commercial Dumpster 4 yard	\$ 146.07	\$ 6.57	\$ 152.64	\$ 3.65	\$ 156.29
Commercial Dumpster 6 yard	\$ 206.36	\$ 9.29	\$ 215.65	\$ 5.16	\$ 220.81
Commercial Service - 3x pickup per week					
Commercial Dumpster 8 yard	\$ 412.82	\$ 18.58	\$ 431.40	\$ 10.32	\$ 441.72
Roll Off Service					
Haul	\$ 132.28	\$ 5.95	\$ 138.23	\$ 3.31	\$ 141.54
Disposal per ton	\$ 38.58	\$ 1.74	\$ 40.32	\$ 0.96	\$ 41.28
Delivery	\$ 55.12	\$ 2.48	\$ 57.60	\$ 1.38	\$ 58.98



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



Chief James L. Thies
Huachuca City Police Department (HCPD)
Dispatch: 520-432-9502 or 911 for Emergency.

For Release per Staff discretion.

Controlled access will be conducted at four locations (Point) along State Route 90 on December 9, 2023. This will occur during the approximate period of, 10:00 AM until approximately 12 (Noon), during the Town of Huachuca City Christmas Parade. Expect minor delays in your travel within the Town of Huachuca City during this event.

Road Closures – December 9th, 2023 the Town of Huachuca City Christmas Parade.

The Huachuca City Police Department has announced the following road closures or delays: This will not interfere with North or South bound SR90 traffic. The following intersections will be closed or experience delays;

Point One: School Drive and SR90
Point Two: Skyline and SR90
Point Three: East Mustang and SR90
Point Four: Yuma and SR90

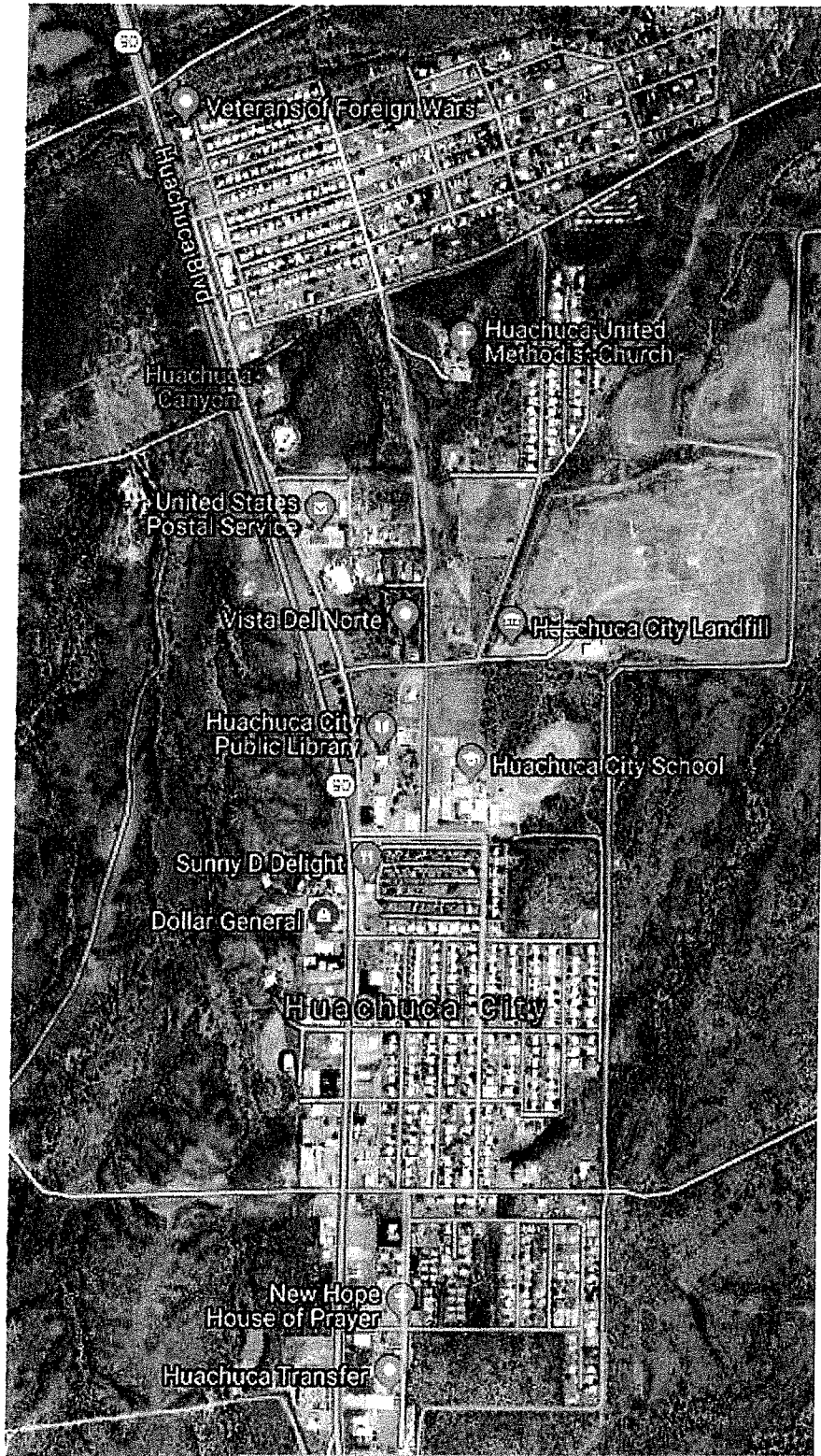
Spectators, Vehicles and Foot Traffic may need to find another route onto or off SR90 to their homes or businesses during the period of 10:00 AM until approximately 12 (Noon) during this Town celebration on December 9th, 2023 **No portion of SR90 will be closed.**

These 4 areas will be monitored by Law Enforcement during the duration of the Christmas Parade. Law Enforcement personnel will escort our Christmas Parade as it moves through the Town. Intersections will be controlled as the parade moves through the Town, which will decrease the delays that may be experienced while we safely, conduct the parade. Vehicle operators may not pass the parade participants during this parade. Parade Route Map available at Town Hall.

***DRIVE SAFELY* *IT MATTERS* THANK YOU!**

Chief James L. Thies

James L. Thies HC-1



Rental Equipment Quote



Contact **JIM HALTERMAN**
 Phone **520-249-5241**
 Location **HUACHUCA CITY**

<http://www.empire-cat.com/rentalterms>

11/6/2023

8.70%

Tucson

Sales Tax

REP Charge %

Rental Sur-Charge

**All quotes are based on availability. This quote is valid for 30 days from the date on this quote.*

Equipment: CAT 613C Scraper

Notes Line 1: State Rental Contract CTR066395

Notes Line 2:

GET/Notes	Oversized	Daily Rate	Weekly Rate	4 Week Rate
Rates		\$1,041.00	\$2,825.00	\$7,435.00
REP Charge				
On Highway Truck PLT Fee 3%				
Rental Surcharge				
Sub Total		\$1,041.00	\$2,825.00	\$7,435.00
Sales Tax		\$90.57	\$245.78	\$646.85
Total Cost		\$1,131.57	\$3,070.78	\$8,081.85
Freight:	Delivery	Pickup	Sales tax	Total Freight
Rates:	\$500.00	\$500.00	\$87.00	\$1,087.00
Notes/Fees:				
Notes/Fees:				

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to cs.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.

Empire maintains a wide variety of Caterpillar units and other allied equipment and also has the ability to source equipment from other dealers as needed through re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of lease purchase payments, less interest. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial onsite lube and fuel service for client-owned units and has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

- *Rental Equipment Protection (REP) will be charged at 16% of the contract rate if proof of rental equipment insurance is not provided at rental start. Ask your Rental Coordinator if your rental has coverage.
- *Overtime charges are in addition to the amounts listed on this quote, and are based on the rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week, 160 hours per four weeks.
- *Fuel and Diesel Exhaust Fluid (DEF) - All units leave full and must be returned full. For units returned not full, Empire will charge for fuel or DEF at \$8.00/gal.
- *Tire damage is billed separately from tire wear.
- *Rent will be charged for all equipment until a call-off number is obtained by the Client. Call your Rental Coordinator to obtain a call-off number.
- *Client is responsible for all Ground Engaging Tools (G.E.T.) (i.e., teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
- *All quotes are based on availability. This quote is valid for 30 days from the date set forth above.

*Largest Caterpillar training facility in North America for required technical training
 *Field service provided by both Rental and Field Service Departments
 *Re-Rent Options with other departments and Caterpillar dealers
 *Be the Best Attitude ensures quality service and timely responses
 *Low hour, well-equipped, current model Caterpillar equipment
 *State-of-the-art facility to support all services offered

- *EPA Compliant Equipment
- *Complete and timely PM services
- *Best-in-Class Parts Department
- *G.E.T. Inspection and Exchange
- *Operator trainers available
- *Lease Purchase Option available



Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Buckeye Imperial, CA

Quoted By: Stephanie Frickle

Phone: 602-714-0617

Email: Stephanie.Frickle@empire-cat.com