

November 4, 2022

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: Request for Agenda Item Placement
Resolution 2022- 074, Authorization to Accept
Arizona Department of Emergency and Military
Affairs Funding- (Agreement #M22-0039)

Recommendation:

The City Manager recommends approval.
The Police Chief recommends approval.

Background:

The city's Very High Frequency (VHF) radio system is currently the police department's back-up radio system and the fire and medical service's primary radio system. The City of Sierra Vista has been awarded \$350,000 from the Arizona Department of Emergency and Military Affairs from border security funds to upgrade the city's VHF radio system. This upgrade will provide the ability of the police department to transition to a fully operational, reliable VHF system should the primary system go down and provide the ability to reliability communicate with the fire and medical services during critical incidents.

The attached agreement will authorize the City to receive reimbursement in the amount of \$350,000 from the Department of Emergency and Military Affairs for the upgrade. There is no match required.

Budget Appropriation:

None

RESOLUTION 2022-074

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A FUNDING AGREEMENT WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City Staff to seek, make application for, and accept any Federal and State funding assistance for improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through the Police Department, has made Application and has been awarded funding of \$350,000 from the Arizona Department of Emergency and Military Affairs (#M22-0039), these funds will be used to upgrade the city's Very High Frequency (VHF) radio system; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to enhance equipment that improves public safety in the City of Sierra Vista and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council seeking funding be, and hereby is, reaffirmed.

SECTION 2

A funding agreement between the Arizona Department of Emergency and Military Affairs and the City of Sierra Vista, attached as exhibit A, be, and hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 10TH DAY OF NOVEMBER 2022.

Frederick W. Mueller
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
ADAM D. THRASHER
Chief of Police



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0039

Effective Date: July 1, 2022
Termination Date: June 30, 2024

Agreement Title: City of Sierra Vista, Prosecution and Imprisonment for Border-Related Crimes, Laws 2021
Chapter 408, Section 106.

**CITY OF SIERRA VISTA AGREEMENT
ADMINISTRATORS**

City of Sierra Vista
Address: 1011 North Coronado Drive
Sierra Vista, AZ 85635

Contact Name: Charles P. Potucek, City Manager
Phone Number: (520) 458-3315
Email: Charles.Potucek@sierravistaaz.gov

Sierra Vista Police Department
Address: 911 North Coronado Drive
Sierra Vista, AZ 85635

Contact Name: Adam Thrasher, Chief of Police
Phone Number: (520) 452-7500
Email: Adam.Thrasher@sierravistaaz.gov

STATE AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road, Bldg. M5800
Phoenix, AZ 85008

Contact Name: Kyle A. Matthew, Chief Procurement Officer
Phone Number: (602) 464-6491
Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as “Agreement”) is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as “STATE”, a “budget unit” as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **CITY OF SIERRA VISTA** and the **SIERRA VISTA POLICE DEPARTMENT** [hereinafter referred together as “CITY” as provided in ¶2.3, authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by CITY and reimbursed by the STATE pursuant to Appropriation Legislation 2020-2021, approved by the Governor on June 30, 2021, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to CITY for the purposes outlined in Laws 2021 Section 26-105.



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THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

| City of Sierra Vista | Arizona Department of Emergency and Military Affairs |
|---|--|
| Signature | Signature |
| Printed Name Charles P. Potucek | Printed Name Major General Kerry L. Muehlenbeck |
| Title City Manager | Title The Adjutant General |
| Date _____ | The above referenced Agreement is hereby executed this Day of _____, 20____ |

| Sierra Vista Police Department |
|--|
| Signature |
| Printed Name Chief Adam Thrasher |
| Date _____ |



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AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which the STATE will provide funds to CITY for costs associated with the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes conducted by CITY to be reimbursed by the STATE.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State and the CITY and its addendums: Scope of Work (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), which together constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "CITY" means City of Sierra Vista and the Sierra Vista Police Department, unless context requires that they be treated as separate entities; unless treated as separate entities, the City of Sierra Vista and the Sierra Vista Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4. "STATE" means the Arizona Department of Emergency and Military Affairs.

2.5. "FY" means State Fiscal Year.

2.6. "Party" and/or "Parties" means the STATE and/or CITY.

2.7. "Project" means activities conducted within Scope of Work and from Border Security funds.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, CITY, and the STATE, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating the City of Sierra Vista and the Sierra Vista Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating the City of Sierra Vista and the Sierra Vista Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary only by the authorized contracting/procurement officers of each signatory (treating the City of Sierra Vista and the Sierra Vista Police Department as



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separate signatories for this purpose) to this Agreement; all such amendments or modifications to Addendums to this Agreement must be in writing and must be signed by the authorized contracting/procurement officers of each signatory (again treating the City of Sierra Vista and the Sierra Vista Police Department as separate signatories for this purpose) to this Agreement.

5. Budget: The amount of \$350,000.00 was appropriated in FY2021 and transferred to the Border Security Fund effective July 1, 2022. The STATE shall make payment for services or reimbursement within 30 days after receipt of valid invoices and supporting documentation from the CITY. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by the STATE to the CITY under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by the STATE to the CITY under this Agreement shall not be used to supplant Federal, State, CITY or local funds that would otherwise be available to the CITY for the purposes identified in this Agreement and shall be used to supplement funds already available to the CITY for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from July 1, 2022, to June 30, 2024.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature (treating the City of Sierra Vista and the Sierra Vista Police Department as separate signatories for this purpose).

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:



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| For CITY: | For STATE: |
|---|--|
| Name: Charles P. Potucek | Name: Darlene Quihuis |
| Title: City Manager | Title: Assistant Director |
| Phone: (520) 458-3315 | Phone: (602) 464-6454 |
| Email: Charles.Potucek@sierravistaaz.gov | Email: Darlene.Quihuis@azdema.gov |

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

| For CITY: | For STATE: |
|---|--|
| Name: Charles P. Potucek | Name: Kyle A. Matthew |
| Title: City Manager | Title: Chief Procurement Officer |
| Address: 1011 North Coronado Drive, Sierra Vista, AZ 85635 | Address: 5645 East McDowell Road, Phoenix, AZ 85008 |
| Phone: (520) 458-3315 | Phone: (602) 464-6491 |
| Email: Charles.Potucek@sierravistaaz.gov | Email: Kyle.Matthew@azdema.gov |

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Item 6, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. The STATE and CITY shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the CITY to coordinate with the STATE regarding the progress of the Project as defined in the Scope of Work and related attachments. The STATE may request in writing, at its discretion, written progress updates, which the CITY shall provide to the STATE within 15 calendar days of the STATE'S request.



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16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. STATE or CITY may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to CITY or STATE, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement without written permission from the STATE may constitute cause for the STATE to terminate this Agreement.

17.2. In the event the Agreement is terminated, the CITY shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151, and any other state or local rule or regulation. Repayment to the STATE of a portion or full payment received by the CITY may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the CITY'S expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (STATE) is self-insured per A.R.S. § 41-621.

In addition, should the CITY utilize contractor(s), the CITY's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

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



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Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of the CITY, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the CITY shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts, reports, files and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the STATE at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the CITY shall disclose all lobbying activities to the STATE to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. CITY shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: CITY assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to CITY toward fulfillment of this Agreement.

26. Compliance with Laws. CITY agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM), state and local procurement codes, whichever is more restrictive will apply.



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**ADDENDUM A
SCOPE OF WORK**

1. **Project Title:** City of Sierra Vista, Prosecution, and Imprisonment for Border-Related Crimes.
2. **Project Timeline:** July 1, 2022, to June 30, 2024.
3. **Purpose:**
 - a. Reimburse the City of Sierra Vista for costs related to the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes.
4. **Tasks:**
 - a. Reimbursement of Sierra Vista Police Department Very High Frequency (VHF) Radio System.
5. **Cost**
 - a. Not to exceed \$350,000.00.
6. **Reporting Requirements and Deliverables:**

| Timeframe | Deliverable | Description | Due Date | Send To: |
|------------------|--|--|---|--|
| Quarterly | Financial Expenditure Report (Invoice) | Provide an accurate and detailed expenditure report (Invoice) with backup documentation. Period of Performance: Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct. 1 – Dec. 31 Qtr. 3: Jan. 1 - March 31 Qtr. 4: April 1 - June 30 | Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day. | Grants.border@azdema.gov with a copy to: dema.finance@azdema.gov |
| Final | Financial Summary Report | Provide an accurate and detailed expenditure financial summary report of project period. | Due 30 Days after the end of the period of performance or completion of the Project. | Grants.border@azdema.gov with a copy to: dema.finance@azdema.gov |



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| Timeframe | Deliverable | Description | Due Date | Send To: |
|------------------|---------------------|--|---|--|
| Quarterly | Programmatic Report | Provide a progress report of all Border Security Fund activities by the jurisdiction during the reporting period. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct. 1 – Dec. 31 Qtr. 3: Jan. 1 - March 31 Qtr. 4: April 1 - June 30 | Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day. | Grants.border@azdema.gov with a copy to: dema.finance@azdema.gov |
| Final | Programmatic Report | Provide a final report to include a summary narrative of annual accomplishments. | Due 30 Days after the end of the period of performance or completion of the Project. | Grants.border@azdema.gov with a copy to: dema.finance@azdema.gov |

7. Additional Requirements:

- a. Ensure all procurement of goods and services are following established applicable procurement law and the CITY’s written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition.

- b. All Border Security funds must be accounted for by the CITY in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



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**ADDENDUM B
PRICE SHEET**

Budget July 1, 2022, to June 30, 2024

| ACCOUNT CLASSIFICATION | AMOUNT |
|-----------------------------------|---------------------|
| Personnel (Not applicable) | \$0 |
| Fringe (Not applicable) | \$0 |
| Travel (Not applicable) | \$0 |
| Supplies (Not applicable) | \$0 |
| Equipment (over \$5,000 per unit) | \$350,000.00 |
| Other (Not applicable) | \$0 |
| Total Direct Costs | \$350,000.00 |
| Administration (Not applicable) | \$0 |
| TOTAL (Not to Exceed) | \$350,000.00 |

With prior written approval, the CITY is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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ADDENDUM C BUDGET AND JUSTIFICATION July 1, 2022, to June 30, 2024

A. Personnel: Not Applicable

| Position (1) | Name (2) | Key Staff (3) | Annual Salary/Rate (4) | Level of Effort (5) | Total Salary (6) |
|-----------------|-------------|------------------|------------------------------|---------------------------|---------------------|
| | | | | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

B. Fringe Benefits: Not Applicable

| Position (1) | Name (2) | Rate (3) | Total Salary (4) | Total Fringe (5) |
|-----------------|-------------|-------------|---------------------|---------------------|
| | | | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

C. Travel: Not Applicable

| Purpose (1) | Destination (2) | Item (3) | Calculation (4) | Travel Cost (5) |
|----------------|--------------------|-------------|--------------------|--------------------|
| | | | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|



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D. Equipment (Over \$5,000 per item):

| Item(s) (1) | Quantity (2) | Amount (3) | % Charged (4) | Total Cost (5) |
|---|-------------------------|-----------------------|--------------------------|---------------------------|
| VHF Radio Base Station Simulcast Ready- P25 Compliant | 3 | \$30,000.00 | 100% | \$90,000.00 |
| VHF Radio Base Station- P25 Compliant | 8 | \$21,000.00 | 100% | \$168,000.00 |
| Tone Remote Adapters | 3 | \$1,550.00 | 100% | \$4,650.00 |
| Power Supply Power Module | 7 | \$3,650.00 | 100% | \$25,550.00 |
| Power Module 48DC- 700 Watt | 22 | \$830.00 | 100% | \$18,260.00 |
| Circuit Breakers 20A | 11 | \$30.00 | 100% | \$330.00 |
| Circuit Breakers 30A | 11 | \$30.00 | 100% | \$330.00 |
| Blanking Panels | 11 | \$15.00 | 100% | \$165.00 |
| Tax/Labor/Shipping | 1 | \$42,715.00 | 100% | \$42,715.00 |

| | |
|----------------------|---------------------|
| TOTAL REQUEST | \$350,000.00 |
|----------------------|---------------------|

JUSTIFICATION:

The Sierra Vista Police Department is requesting reimbursement for the costs to upgrade their Very High Frequency (VHF) Radio System, which is over 20 years old. The equipment purchased in this upgrade will allow the Sierra Vista Police Department to communicate on multiple channels simultaneously. The cost of this upgrade is \$350,000.

The Sierra Vista Police Department uses this radio system as a back-up channel for its own communications and as a primary system for the Sierra Vista Fire Department. The Sierra Vista Police Department frequently conducts joint operations with the Cochise County Sheriff's Office and Border Patrol on details directly related to the issue of illegal border crossing and smuggling. Ongoing border security projects include both Operation Stone Garden, aimed at reducing illegal border crossings, and Operation Safe Streets, which addresses smugglers and the



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THE ADJUTANT GENERAL

increasing issue of reckless disregard for safety through felonious flight from law enforcement. These incidents are known to involve motor vehicle accidents which require the Sierra Vista Fire Department to provide emergency care for the smuggler and/or the illegal border crosser and sometimes even officers or uninvolved community members.

The City of Sierra Vista is the largest city in Cochise County and is a major ingress and egress route for smuggling particularly along Highway 92, Highway 90, Buffalo Soldier Trail, and Charleston Road- several roadways through the Sierra Vista jurisdiction commonly used for illegal trade and related crimes. This equipment upgrade will provide the ability to transition Sierra Vista Police Department to a fully operational, reliable, and quickly upgraded VHF system, should the primary system go down, and the ability to reliably communicate with the Sierra Vista Fire Department during critical incidents, especially those involving smugglers and illegal border crossers.

E. Supplies (Items costing less than \$5,000 per unit): Not Applicable

| Item(s) (1) | Rate (2) | Cost (3) |
|----------------|-------------|-------------|
| | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

F. Contractual: Not Applicable

| Name (1) | Service (2) | Rate (3) | Other (4) | Cost (5) |
|-------------|----------------|-------------|--------------|-------------|
| | | | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

G. Construction: NOT ALLOWED

H. Other: Not Applicable



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| Item (1) | Rate (2) | Cost (3) |
|-------------|-------------|-------------|
| | | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

I. Total Direct Charges:

| | |
|-------------------------------|---------------------|
| TOTAL DIRECT CHARGES - | \$350,000.00 |
|-------------------------------|---------------------|

J. Administration: Not Applicable

| Calculation (1) | Total Cost (2) |
|--------------------|-------------------|
| | |

| | |
|----------------------|------------|
| TOTAL REQUEST | \$0 |
|----------------------|------------|

K. Total Project Costs:

| | |
|--|---------------------|
| TOTAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Admin Costs) | \$350,000.00 |
|--|---------------------|



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L. BUDGET SUMMARY

| Category | Year 1 | Year 2* | Total Project Costs |
|----------------------------|---------------------|---------|---------------------|
| Personnel | | | |
| Fringe | | | |
| Travel | | | |
| Equipment | \$350,000.00 | | \$350,000.00 |
| Supplies | | | |
| Contractual | | | |
| Other | | | |
| Total Direct Charges | \$350,000.00 | | \$350,000.00 |
| Administration | | | |
| Total Project Costs | \$350,000.00 | | \$350,000.00 |

*FOR REQUESTED FUTURE YEARS