

RESOLUTION 2023-061

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 \$108,000 from the Arizona Department of Emergency and Military Affairs (#M23-0011), these funds will be used to purchase five (5) P-25 compliant dual band in-car radios and eight (8) Grappler devices with installation and replacement nets; 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.

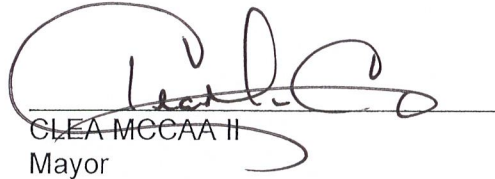
SECTION 2

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.

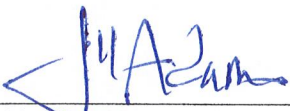
SECTION 3

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 AUGUST, 2023.

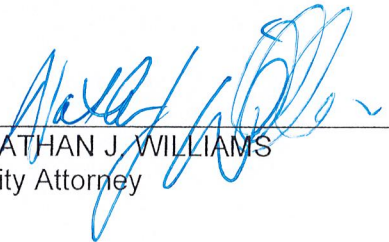

CLEA MCCA II
Mayor

ATTEST:



JILL ADAMS
City Clerk


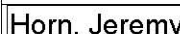


APPROVED AS TO FORM:



NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
CHRISTOPHER HISER
Chief of Police

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE		TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE
1	AZDEMA-CFO	COORD	Mr. Jensen Forde  Jensen Forde <small>Digitally signed by Jensen Forde Date: 2023.07.24 17:18:58 -07'00'</small>	6			
2	AZDEMA-Gn. Counsel	COORD	Mr. Jeremy Horn  Horn, Jeremy <small>Digitally signed by Horn, Jeremy Date: 2023.07.26 10:19:11 -07'00'</small>	7			
3	NGAZ-DAS-COS	Review	LTC Justin Douglas 	8			
4	NGAZ-TAG	Approve	Maj Gen Kerry L. Muehlenbeck 	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Mr. Kyle Matthew	AZDEMA-CPO	(602) 464-6491	EJM	

SUBJECT	DATE
Border Security Fund Agreement M23-0011; SVPD, FY 2023 Prosecution & Imp. for Border Crimes	20230227

SUMMARY Attachments

1. **PURPOSE:** Reimburse the City of Sierra Vista the amount of \$108,000.00 for equipment associated with prosecuting and imprisoning individuals charged with drug trafficking, human smuggling, illegal immigration and that comply with Section 26-105 Arizona Revised Statutes, conducted by the County and to be reimbursed by DEMA.

2. **BACKGROUND:** General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec 110.4.

3. **DISCUSSION:** The City of Sierra Vista will utilize these funds to purchase P25-Compliant radios for patrol vehicles, and Grappler police bumpers, in accordance with the DEMA - approved budget.

4. **RECOMMENDATION:** NGAZ-TAG approve/sign agreement.

//SIGNED//

KYLE MATTHEW
Chief Procurement Officer
Arizona Department of Emergency and Military Affairs
(602) 464-6491
kyle.matthew@azdema.gov

1 Attachment
1. SIERRA_VISTA_PD_FY23_PROSECUTION_IMP_ \$108K_DRAFT_20230302_EJM.docx



Katie Hobbs
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
M23-0011

Effective Date: October 1, 2022
Termination Date: December 31, 2024

Agreement Title: City of Sierra Vista, FY 2023, Prosecution and Imprisonment for Border-Related Crimes,
Laws 2022 Chapter 313, Section 110.

**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
911 North Coronado Drive
Sierra Vista, AZ 85635
Contact Name: Christopher Hiser, Chief of Police
Phone Number: (520) 452-7500
Email: Christopher.Hiser@sierravistaaz.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road,
Bldg. M5800
Phoenix, AZ 85008
Contact Name: Kyle 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 “DEMA”, 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 to together as “City”, 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 the City and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-105, Arizona Revised Statutes.



Katie Hobbs
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

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 <u>8/11/23</u>	The above referenced Agreement is hereby executed this <u>21st</u> Day of <u>August</u> , 20 <u>23</u>

Sierra Vista Police Department
Signature
Printed Name Christopher Hiser
Title Chief of Police
Date <u>8/11/23</u>



Katie Hobbs
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 TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for equipment and/or activities related to the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes, and that comply with Section 26-105 Arizona Revised Statutes, conducted by the City to be reimbursed by DEMA.

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 of Arizona Department of Emergency Management and Military Affairs (STATE) and City of Sierra Vista and the Sierra Vista Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means the City of Sierra Vista and the Sierra Vista Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, 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 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the City of Sierra Vista.

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

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, 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 Parties' authorized contracting and procurement officers.



Katie Hobbs
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

5. Budget: The amount of \$108,000.00 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (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 DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County 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 October 1, 2022, to December 31, 2024.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature.

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:



Katie Hobbs
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

For the City of Sierra Vista:	For DEMA:
Name: Christopher Hiser	Name: Darlene Quihuis
Title: Chief of Police	Title: Assistant Director
Phone: (520) 452-7500	Phone: (602) 464-6454
Email: Christopher.Hiser@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 the City of Sierra Vista:	For DEMA:
Name: Lawrence Boutte	Name: Kyle A. Matthew
Title: Police Division Commander	Title: Chief Procurement Officer
Address: 911 North Coronado Drive, Sierra Vista AZ, 85635	Address: 5645 East McDowell Road, Phoenix AZ 85008
Phone: (520) 452-7500	Phone: (602) 464-6491
Email: Lawrence.Boutte@sierravistaaz.gov	Email: Kyle.Matthew@azdema.gov

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, 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. DEMA and the 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 DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

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.



Katie Hobbs
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

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, 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 by the City without written permission from DEMA may constitute cause for DEMA 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 of both Parties 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 DEMA 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 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 City of Sierra Vista, DEMA 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 City of Sierra Vista, the State of 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 City of Sierra Vista, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.



Katie Hobbs
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

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 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 DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

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

24. Compliance with Laws. The 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) and State and local procurement codes; whichever is more restrictive will apply.



Katie Hobbs
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

ADDENDUM A SCOPE OF WORK

1. **Project Title:** City of Sierra Vista, FY 2023, Prosecution and Imprisonment for Border-Related Crimes.
2. **Project Timeline:** October 1, 2022, to December 31, 2024.
3. **Purpose:**
 - a. Reimburse City of Sierra Vista for equipment associated with the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes, and that complies with the requirements of Section 26-105 Arizona Revised Statutes.
4. **Tasks:**
 - a. Purchase equipment and supplies in accordance with the DEMA-approved budget. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
 - a. Not to exceed \$108,000.00.
6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report 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



Katie Hobbs
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

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics 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 and metrics.	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>.



Katie Hobbs
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

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2024

ACCOUNT CLASSIFICATION	AMOUNT
Personnel (Not Applicable)	\$0
Fringe (Not Applicable)	\$0
Travel (Not Applicable)	\$0
Equipment	\$102,000.00
Supplies	\$6,000.00
Contractual (Not Applicable)	\$0
Other (Not Applicable)	\$0
Total Direct Costs	\$108,000.00
Administration (Not applicable)	\$0
TOTAL (Not to Exceed)	\$108,000.00

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.



Katie Hobbs
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

ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2024

- A. **Personnel: Not Applicable**
- B. **Fringe Benefits: Not Applicable**
- C. **Travel: Not Applicable**
- D. **Equipment (Over \$5,000 per item):**

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
P25-Compliant in-car Radios (minimum dual band)	5	\$10,000.00	100%	\$50,000.00
Grapplers with installation and training costs	8	\$6,500.00	100%	\$52,000.00

TOTAL EQUIPMENT REQUEST	\$102,000.00
--------------------------------	---------------------

JUSTIFICATION:

Sierra Vista Police Department (SVPD) will use funding to purchase Grappler Police Bumpers and in-car P25 compliant radios.

Fully staffed, the SVPD has 38 officers assigned to general patrol duties including investigating serious accidents and reckless and illegal behaviors associated with human smuggling. The Metropolitan area population of the Sierra Vista, Bisbee and Douglas corridor is estimated at 130,000 people with Highway 90 serving as the primary ingress and egress route for Cochise County and cutting directly through Sierra Vista. This route is commonly used by smugglers to traffic people and drugs from Mexico via the southern border to other areas outside of Cochise County.

This funding will enhance the abilities of the Sierra Vista Police Department in conjunction with other partnering agencies to effectively and safely combat reckless driving behaviors and tactics associated with illegal smuggling.



Katie Hobbs
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

SVPD participates in joint agency deployments directed at human smuggling such as Stonegarden and Operation Safe Streets. Operation Safe Streets was specifically implemented in an attempt to address erratic driving behaviors and wanton disregard for public safety with smugglers driving through major population centers such as Sierra Vista flagrantly disregarding posted speeds limits, lanes of travel, and traffic control points with apparent expectations that law enforcement would stop pursuing. Even after law enforcement discontinues pursuit, smugglers often continue driving erratically and dangerously.

SVPD has experienced more than a 50% increase in pursuits as of September 2022, from the same time in the previous year. Over 30 pursuits were documented, one of which resulted in a serious injury to a bicyclist in a Sierra Vista neighborhood. Pursuits are dynamic in nature and require coordination and tools to safely resolve. This is why the Sierra Vista Police Department requires the above Grapplers and in-car P25 compliant radios. Though SVPD vehicles are equipped with Controlled Tire Deflation devices, these are difficult to use without specific choke points. Furthermore, smugglers have learned to recognize and evade these devices. Grapplers have proven to be an effective tool to safely bring pursuits to a conclusion with minimal risk to the public, officer, and driver and occupants of the suspect vehicle.

Due to budgetary constraints and unexpected radio failures, some SVPD vehicles are not currently fitted with an in-car radio and those drivers rely on their portable radio. This presents added safety concerns that arise from attempting to use portable radio during a high-speed pursuit. Funds will be used to purchase P-25 Complaint in car radios, which will enhance the ability of SVPD officers to effectively and safely communicate while on these high-speed pursuits.

E. Supplies (Items Costing Less Than \$5,000.00 per unit):

Item (1)	Rate (3)	Cost (5)
Replacement Grappler Nets for used nets	\$375.00 x 16 nets	\$6,000.00
TOTAL SUPPLIES REQUEST		\$6,000.00

JUSTIFICATION:

These funds will be used to purchase 16 replacement grappler nets for the Grappler Police Bumpers, to reload and reuse these pursuit-ending tools as often as needed to ensure the safety of the Sierra Vista community, and to apprehend suspects who would attempt to flee from law enforcement officials within the City of Sierra Vista.

F. Contractual: Not Applicable

G. Other: Not Applicable



Katie Hobbs
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

H. Total Direct Charges:

TOTAL DIRECT CHARGES	\$108,000.00
-----------------------------	---------------------

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	\$108,000.00
---	---------------------

K. BUDGET SUMMARY:

Category	Year 1	Years 2-3*	Total Project Costs
Personnel			
Fringe			
Travel			
Equipment	\$102,000.00		\$102,000.00
Supplies	\$6,000.00		\$6,000.00
Contractual			
Other			
Total Direct Charges	\$108,000.00		\$108,000.00
Administration			
Total Project Costs	\$108,000.00		\$108,000.00

*FOR FUTURE REQUESTED YEARS