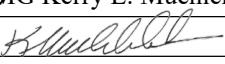


## STAFF SUMMARY SHEET

|   | TO                 | ACTION  | SIGNATURE (Surname), GRADE AND DATE                                                                                       |    | TO | ACTION | SIGNATURE (Surname), GRADE AND DATE |
|---|--------------------|---------|---------------------------------------------------------------------------------------------------------------------------|----|----|--------|-------------------------------------|
| 1 | AZDEMA-CFO         | COORD   | Mr. Jensen Forde<br>Jensen Forde<br><small>Digitally signed by Jensen Forde<br/>Date: 2022.12.08 15:50:34 -07'00'</small> | 6  |    |        |                                     |
| 2 | AZDEMA-Gn. Counsel | COORD   | Mr. Jeremy Horn<br>Horn, Jeremy<br><small>Digitally signed by Horn, Jeremy<br/>Date: 2022.12.09 10:07:39 -07'00'</small>  | 7  |    |        |                                     |
| 3 | NGAZ-DAS-COS       | Review  | LTC Justin Douglas<br>                   | 8  |    |        |                                     |
| 4 | NGAZ-TAG           | Approve | MG Kerry L. Muehlenbeck<br>              | 9  |    |        |                                     |
| 5 |                    |         |                                                                                                                           | 10 |    |        |                                     |

SURNAME OF ACTION OFFICER AND GRADE

Mr. Kyle Matthew

SYMBOL

AZDEMA-CPO

PHONE

(602) 464-6491

TYPIST'S  
INITIALS  
EJM

SUSPENSE DATE

SUBJECT

Border Security Fund Agreement- Avondale Police Department, Anti Human Trafficking, SWFAC

DATE

20221205

SUMMARY

Attachments

1. PURPOSE: Reimburse Avondale Police Department, acting on behalf of the Southwest Family Advocacy Center, for the costs of programs, activities and/or equipment that reduce human trafficking, and that comply with the requirements of Section 26-106, Arizona Revised Statutes.

2. BACKGROUND: General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec. 110

3. DISCUSSION: Avondale Police Department will use these funds to cover operating costs of the Southwest Family Advocacy Center, and contract with the members of the center for services that reduce human trafficking.

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. M22-0052\_APD\_AHTGF\_\$499K\_SWFAC.pdf



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  
M22-0052

Effective Date: October 1, 2022  
Termination Date: December 31, 2025

**Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.**

**CITY OF AVONDALE AGREEMENT ADMINISTRATORS**

The City of Avondale  
11465 West Civic Center Drive  
Avondale, AZ 85323  
Contact Name: Ron Corbin, City Manager  
Phone Number: (623) 333-1016  
Email: Citymanager@avondaleaz.gov

Avondale Police Department  
11485 West Civic Center Drive  
Avondale, AZ 85323  
Contact Name: Reem Nabil George, Director of the Southwest  
Family Advocacy Center  
Phone Number: (623) 333-7911  
Email: RGeorge@avondaleaz.gov

**DEMA AGREEMENT ADMINISTRATOR**

Arizona Department of Emergency and Military Affairs  
5645 East McDowell Road,  
Building. 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 **THE CITY OF AVONDALE** and the **AVONDALE POLICE DEPARTMENT** [hereinafter referred to together as “City”, authorized to contract pursuant to A.R.S. § 9-241]. The City of Avondale for the purposes of this Agreement bears the responsibility of distributing, overseeing, and reporting on the usage of Border Security Fund funds on behalf of the partnering agencies of the **SOUTHWEST FAMILY ADVOCACY CENTER** [hereinafter referred to together as the “Center”]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Center and reimbursed by DEMA through the City 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 26-106, Arizona Revised Statutes.



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

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:

| The City of Avondale                                                                               | Arizona Department of Emergency and Military Affairs                                 |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Signature</b><br><u><i>Ron Corbin</i></u><br><small>Ron Corbin (Jan 24, 2023 08:03 MST)</small> | <b>Signature</b><br><u><i>Kerry L. Muehlenbeck</i></u>                               |
| <b>Printed Name</b><br>Ron Corbin                                                                  | <b>Printed Name</b><br>Major General Kerry L. Muehlenbeck                            |
| <b>Title</b><br>City Manager                                                                       | <b>Title</b><br>The Adjutant General                                                 |
| <b>Date</b> Jan 24, 2023                                                                           | The above referenced Agreement is hereby executed this<br>4th Day of February, 20 23 |

| Avondale Police Department                                                                               |
|----------------------------------------------------------------------------------------------------------|
| <b>Signature</b><br><u><i>Memo Espinoza</i></u><br><small>Memo Espinoza (Jan 24, 2023 08:16 MST)</small> |
| <b>Printed Name</b><br>Memo Espinoza                                                                     |
| <b>Title</b><br>Chief of Police                                                                          |
| <b>Date</b> Jan 24, 2023                                                                                 |

ATTEST:

*mcarroll*





Douglas A. Ducey  
GOVERNOR

## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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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 programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Center to be reimbursed by DEMA.

**1.1** The City, as the signatory to this Agreement on behalf of other law enforcement agencies cooperating on behalf of the Center, is solely responsible for the usage of Border Security Funds. Once DEMA transfers the funds under this Agreement to the City, the City is solely responsible for overseeing the funds, including any further disbursement to other law enforcement-related agencies that partner with the City, and reporting to DEMA on the usage of these funds. If the City further disburses these funds to another law enforcement-related agency, including the Center, following the initial fund transfers from DEMA, the City shall retain responsibility for any necessary information or documentation relating to the spending of these funds be made available to DEMA upon request. The City shall be DEMA's primary point of contact for any issues or information related to this Agreement or the funds transferred under it.

**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 The City of Avondale and the Avondale 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 Avondale and the Avondale Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Avondale and the Avondale 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 Avondale.

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

**2.7.** "State" means the State of Arizona.

**2.8.** "Southwest Family Advocacy Center," "SWFAC" and/or "Center" means the organization cooperatively formed by the City of Avondale, the Town of Buckeye, the City of Goodyear, and the County of Maricopa, 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.



Douglas A. Ducey  
GOVERNOR

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**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 Avondale and the Avondale 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 Avondale and the Avondale 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.

**5. Budget:** The amount of \$499,925.99 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant 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 other Party's express, written, prior consent.

**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, December 31, 2025.

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



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
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Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**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:

| For The City of Avondale:                                      | For DEMA:                                |
|----------------------------------------------------------------|------------------------------------------|
| <b>Name:</b> Reem Nabil George                                 | <b>Name:</b> Darlene Quihuis             |
| <b>Title:</b> Director of the Southwest Family Advocacy Center | <b>Title:</b> Assistant Director         |
| <b>Phone:</b> (623) 333-7911                                   | <b>Phone:</b> (602) 464-6454             |
| <b>Email:</b> RGeorge@avondaleaz.gov                           | <b>Email:</b> 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 Avondale:                                                     | For DEMA:                                                                 |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Name:</b> Reem Nabil George                                                | <b>Name:</b> Kyle A. Matthew                                              |
| <b>Title:</b> Director of the Southwest Family Advocacy Center                | <b>Title:</b> Chief Procurement Officer                                   |
| <b>Address:</b> 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395 | <b>Address:</b> 5645 East McDowell Road, Building M5800, Phoenix AZ 85008 |
| <b>Phone:</b> (623) 333-7911                                                  | <b>Phone:</b> (602) 464-6491                                              |
| <b>Email:</b> RGeorge@avondaleaz.gov                                          | <b>Email:</b> Kyle.Matthew@azdema.gov                                     |

**13.3** Reports and deliverables shall be sent in accordance with the 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.



Douglas A. Ducey  
GOVERNOR

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**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.

**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 The City of Avondale, 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



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Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 of Avondale, 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 The City of Avondale, 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 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.

**25. 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.



Douglas A. Ducey  
GOVERNOR

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Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**26. 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.



Douglas A. Ducey  
GOVERNOR

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### ADDENDUM A SCOPE OF WORK

1. **Project Title:** The City of Avondale, Anti-Human Trafficking Grant Fund Program.
2. **Project Timeline:** October 1, 2022 to December 31, 2025.
3. **Purpose:**
  - a. Reimburse The City of Avondale, acting on behalf of the Southwest Family Advocacy Center (SWFAC), for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements of Section 26-106 Arizona Revised Statutes.
4. **Tasks:**
  - a. Purchase supplies in accordance with the budget approved by DEMA.
  - b. Appoint, train, equip and reimburse Avondale Detective, Police Crime Analyst and Sergeant in positions at the Center, in accordance with the budget approved by DEMA.
  - c. Make reservations for and reimburse SWFAC personnel travel costs for human-trafficking training conferences, and for out-of-state travel for investigation and case follow-up.
  - d. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
  - a. Not to exceed \$499,925.99.

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.<br><br><u><b>Period of Performance:</b></u><br><b>Qtr. 1:</b> July 1 – Sept. 30<br><b>Qtr. 2:</b> Oct.1 – Dec.31<br><b>Qtr. 3:</b> Jan.1 - March 31<br><b>Qtr. 4:</b> April 1 - June 30 | <b>Qtr. 1:</b> Oct. 15<br><b>Qtr. 2:</b> Jan. 15<br><b>Qtr. 3:</b> April 15<br><b>Qtr. 4:</b> July 15<br><br>In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day. | Grants.border@azdema.gov<br><br>with a copy to:<br>Dema.Finance@azdema.gov |



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Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

| Timeframe | Deliverable              | Description                                                                                                                                                                                                                                                                                                         | Due Date                                                                                                                                                                                                            | Send To:                                                                   |
|-----------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 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<br><br>with a copy to:<br>Dema.Finance@azdema.gov |
| Quarterly | Programmatic Report      | Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period.<br><br><b><u>Period of Performance:</u></b><br><b>Qtr. 1:</b> July 1 – Sept. 30<br><b>Qtr. 2:</b> Oct.1 – Dec.31<br><b>Qtr. 3:</b> Jan.1 - March 31<br><b>Qtr. 4:</b> April 1 - June 30 | <b>Qtr. 1:</b> Oct. 15<br><b>Qtr. 2:</b> Jan. 15<br><b>Qtr. 3:</b> April 15<br><b>Qtr. 4:</b> July 15<br><br>In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day. | Grants.border@azdema.gov<br><br>with a copy to:<br>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<br><br>with a copy to:<br>Dema.Finance@azdema.gov |

### 7. Additional Requirements:

- 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.
- 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>.



Douglas A. Ducey  
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**ADDENDUM B  
PRICE SHEET**

**Budget October 1, 2022, to December 31, 2025**

| ACCOUNT CLASSIFICATION          | AMOUNT              |
|---------------------------------|---------------------|
| Personnel                       | \$201,780.00        |
| Fringe                          | \$4,056.00          |
| Travel                          | \$12,300.00         |
| Equipment (Not Applicable)      | \$0                 |
| Supplies                        | \$30,140.00         |
| Contractual                     | \$251,649.99        |
| Other (Not Applicable)          | \$0                 |
| Total Direct Costs              | <b>\$499,925.99</b> |
| Administration (Not applicable) | \$0                 |
| <b>TOTAL (Not to Exceed)</b>    | <b>\$499,925.99</b> |

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.



Douglas A. Ducey  
GOVERNOR

# STATE OF ARIZONA

## DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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(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, 2025

#### A. Personnel:

| Position<br>(1)                                           | Name<br>(2)                                                      | Annual<br>Salary/Rate<br>(3)  | Level of Effort<br>(5) | Total Salary<br>(6) |
|-----------------------------------------------------------|------------------------------------------------------------------|-------------------------------|------------------------|---------------------|
| Avondale Detective, 30<br>hours of overtime<br>work/month | TBD from among<br>current ICAC/sex<br>crimes detectives          | \$21,600.00/year<br>x 3 years | 100%                   | \$64,800.00         |
| Part-time Police Crime<br>Analyst, 20 hours/week          | TBD                                                              | \$40,560.00/year<br>x 3 years | 100%                   | \$121,680.00        |
| Police Sergeant, 5<br>hours/month                         | TBD from among<br>current sergeants<br>at the advocacy<br>center | \$5,100.00/year x<br>3 years  | 100%                   | \$15,300.00         |

|                                |                     |
|--------------------------------|---------------------|
| <b>TOTAL PERSONNEL REQUEST</b> | <b>\$201,780.00</b> |
|--------------------------------|---------------------|

#### **JUSTIFICATION:**

This funding will cover personnel costs for three years of a part-time crime analyst, an Avondale detective located at the Center, and an Avondale detective located at the Center. The analyst will have at least four years of experience as a crime and intelligence analyst and a bachelor's degree from an accredited university specializing in criminal justice or a related field. The analyst will meet and communicate regularly with the team and provide assistance, analysis and reports to the task force.

The Avondale detective will be a seasoned Internet Crimes Against Children (ICAC) detective located at the Center and will perform operations such as undercover stings and investigations during overtime hours dedicated to the prevention of human trafficking.

The Avondale sergeant will perform supervision and assistance with task force activities.



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Utilizing current ICAC and sex crimes detectives (for Avondale and sub-contractors- Buckeye, Goodyear, and MCSO) brings the benefit of utilizing online investigations techniques, and advanced forensic interview experience learned through their current positions.

Having all detectives located at the same facility allows for better communication and coordination for the task force and any activity relating to undercover operations. In addition, utilizing overtime for current detectives allows the four agencies time to get the project started immediately. This will enable the four agencies to arrange for more permanent solutions beyond the project timeline, and plan more strategically.

### B. Fringe Benefits:

| Position<br>(1)             | Name<br>(2) | Rate<br>(3)                   | Total Salary<br>(5) | Total Fringe<br>(6) |
|-----------------------------|-------------|-------------------------------|---------------------|---------------------|
| Police Crime Analyst        | TBD         | \$1,352.00/year x<br>3 years. |                     | \$4,056.00          |
| <b>TOTAL FRINGE REQUEST</b> |             |                               |                     | <b>\$4,056.00</b>   |

### ***JUSTIFICATION:***

Funding will provide for annually accrued sick leave only for Avondale Police Crime Analyst.

### C. Travel:

| Purpose<br>(1)                                                                            | Destination<br>(2) | Item<br>(3)                                                  | Calculation<br>(4)                  | Travel Cost<br>(5) |
|-------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------|-------------------------------------|--------------------|
| Professional Development Conference for one detective and one crime analyst.              | TBD                | Transportation, Airfare, Registration, Lodging and per diem. | \$1,600.00 x 2<br>Persons x 3 Years | \$9,600.00         |
| Out-of-state travel for one Avondale detective for case investigation and case follow-up. | TBD                | Transportation, Airfare, Registration, Lodging and per diem. | \$1,350.00 x 2<br>Years             | \$2,700.00         |



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|                             |                    |
|-----------------------------|--------------------|
| <b>TOTAL TRAVEL REQUEST</b> | <b>\$12,300.00</b> |
|-----------------------------|--------------------|

***JUSTIFICATION:***

One detective and one part-time analyst assigned to the Center will attend one training per year for two years focused on human trafficking investigations and operations, as well as professional development. Professional development resources are designed to provide intensive training for detectives, enabling them to network with their peers nationally while providing them with the necessary knowledge of emerging trends and investigative techniques.

The out-of-state travel for detectives will permit them to follow-up on leads and interview witnesses for their investigations.

**D. Equipment (Over \$5,000 per item): Not Applicable**

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

| <b>Item(s)<br/>(1)</b>                                                                              | <b>Rate<br/>(2)</b>                             | <b>Cost<br/>(3)</b> |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------|
| 12 Burner phones                                                                                    | \$50/Phone x 3 phones/detective x 4 detectives  | \$600.00            |
| 5 Computers not affiliated with any city for undercover operations- four detectives and one analyst | \$1,000.00/computer x 5 computers               | \$5,000.00          |
| Callyo law enforcement mobile app installed on the burner phone for each detective                  | \$45/month x 12 months x 3 years x 4 detectives | \$6,480.00          |



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|                                                                                            |                                                        |            |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------|------------|
| Marinus Analytics<br>“Traffic Jam” software<br>licensing fees                              | \$2,300.00 x 3 years                                   | \$6,900.00 |
| 24 Hotel stays for<br>undercover operations                                                | \$150/day x 2-day operations x 4 operations x 3 years  | \$3,600.00 |
| Online dating app<br>subscriptions for each<br>detective, two apps per<br>month            | \$20/app x 2 apps/detective x 4 detectives x 36 months | \$5,760.00 |
| Training brochures-<br>including impressions<br>and prints for first<br>responder training | \$1,800 for the project timeline                       | \$1,800.00 |

|                      |                    |
|----------------------|--------------------|
| <b>TOTAL REQUEST</b> | <b>\$30,140.00</b> |
|----------------------|--------------------|

***JUSTIFICATION:***

These supplies will enable detectives to work efficiently and utilize mobile applications and online forums for their undercover investigations. Callyo will provide detectives with the capability of investigating human trafficking cases online, while Traffic Jam will provide a task force with a report containing tips on potential leads on human trafficking activities in their cities.

Hotel rentals will allow detectives to conduct operations to identify potential trafficking victims. Subscriptions for dating sites assist detectives with communicating with potential victims and setting up “dates” for rescue operations.

Brochures will be printed, widely dispersed throughout the four agencies and used as a resource for first responders.



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### F. Contractual:

| Name<br>(1)                      | Service<br>(2)                                                                                                                                                           | Rate<br>(3)                            | Cost<br>(4)        |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------|
| Buckeye Police Department        | 1 Buckeye detective to provide 36 months of overtime work at 30 hours per month to perform investigation and undercover operations.                                      | \$60/hour x 30 hours/month x 36 months | \$64,800.00        |
| Buckeye Police Department        | Ground transportation, airfare, registration, lodging and per diem pay for 1 Buckeye detective to attend an annual professional development conference for three years.  | \$1,600.00 x 3 years                   | \$4,800.00         |
| Buckeye Police Department        | Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Buckeye detective for case investigation and case follow-up.                      | \$1,350.00 x 2 years                   | \$2,700.00         |
| <b>Buckeye Police Department</b> |                                                                                                                                                                          | <b>Subtotal</b>                        | <b>\$72,300.00</b> |
| Goodyear Police Department       | 1 Goodyear detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations.                                    | \$60/hour x 30 hours/month x 36 months | \$64,800.00        |
| Goodyear Police Department       | Ground transportation, airfare, registration, lodging and per diem pay for 1 Goodyear detective to attend an annual professional development conference over three years | \$1,600.00 x 3 years                   | \$4,800.00         |
| Goodyear Police Department       | Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Goodyear detective for case investigation and case follow-up.                     | \$1,350.00 x 2 years                   | \$2,700.00         |



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| Name<br>(1)                                    | Service<br>(2)                                                                                                                                                        | Rate<br>(3)                            | Cost<br>(4)         |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------|
| <b>Goodyear Police Department</b>              |                                                                                                                                                                       | <b>Subtotal</b>                        | <b>\$72,300.00</b>  |
| Maricopa County Sheriff's Office (MCSO)        | 1 MCSO Detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations                                      | \$60/hour x 30 hours/month x 36 months | \$64,800.00         |
| Maricopa County Sheriff's Office (MCSO)        | Ground transportation, airfare, registration, lodging and per diem pay for 1 MCSO detective to attend an annual professional development conference over three years. | \$1,600.00 x 3 years                   | \$4,800.00          |
| Maricopa County Sheriff's Office (MCSO)        | Ground transportation, airfare, lodging and per-diem pay for out-of-state travel for 1 MCSO detective for case investigation and case follow-up.                      | \$1,350.00 x 2 years                   | \$2,700.00          |
| <b>Maricopa County Sheriff's Office (MCSO)</b> |                                                                                                                                                                       | <b>Subtotal</b>                        | <b>\$72,300.00</b>  |
| Dr. Dominique Roe-Sepowitz, ASU                | Training for all first-responders for the four partner agencies                                                                                                       | \$650.00/training x 15 trainings       | \$9,750.00          |
| Dr. Dominique Roe-Sepowitz, ASU                | Annual evaluation of data, analysis and report.                                                                                                                       | \$8,333.33 x 3 years                   | \$24,999.99         |
| <b>Dr. Dominique Roe-Sepowitz, ASU</b>         |                                                                                                                                                                       | <b>Subtotal</b>                        | <b>\$34,749.99</b>  |
| <b>TOTAL CONTRACTUAL REQUEST</b>               |                                                                                                                                                                       |                                        | <b>\$251,649.99</b> |



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### ***JUSTIFICATION:***

The sub-grantees, Buckeye, Goodyear and MCSO will perform the same duties as the Avondale detective, enabling them to investigate potential trafficking cases, coordinate efforts with one another, and create the human trafficking task force, among other activities.

Funds for training will be used to train all first responders. The annual evaluation will compile data in a report for future permanent funding of human trafficking operations and will be used to show the community's needs.

The contract with Mrs. Roe-Sepowitz will provide training for staff and law enforcement officers at various locations in the west valley to accommodate all four law enforcement agencies totaling five training sessions per year for three years (15 total training sessions X \$650 a day, federal rate), for a total of \$9,750. The training sessions for first responders will include the following:

400 Officers

45 Center staff

75 Dispatchers

250 Fire personnel

50 Other direct service staff

100 Other law enforcement partners

Mrs. Roe-Sepowitz will gather and evaluate data from the previous year, including the number of crime victims served, the number of investigations completed, the number of cases submitted for prosecution, gaps in service, demographics of victims, and defendants and any recommendation for additional services and any other relevant information that will be presented in a report annually to the Steering Committee. The cost for the collection of data and report writing per year is \$8,333.33 x 3 years, totaling \$24,999.00.

**G. Other: Not Applicable**

**H. Total Direct Charges:**

|                             |                     |
|-----------------------------|---------------------|
| <b>TOTAL DIRECT CHARGES</b> | <b>\$499,925.99</b> |
|-----------------------------|---------------------|

**I. Administration: Not Applicable**



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### J. Total Project Costs:

|                                                                                                 |                     |
|-------------------------------------------------------------------------------------------------|---------------------|
| <b>TOTAL REQUEST- TOTAL PROJECT COSTS</b><br><b>(Sum of Total Direct Costs and Admin Costs)</b> | <b>\$499,925.99</b> |
|-------------------------------------------------------------------------------------------------|---------------------|

### K. BUDGET SUMMARY:

| Category                   | Year 1              | Year 2*             | Year 3*             | Total Project Costs |
|----------------------------|---------------------|---------------------|---------------------|---------------------|
| Personnel                  | \$67,260.00         | \$67,260.00         | \$67,260.00         | <b>\$201,780.00</b> |
| Fringe                     | \$1,352.00          | \$1,352.00          | \$1,352.00          | <b>\$4,056.00</b>   |
| Travel                     | \$4,550.00          | \$4,550.00          | \$3,200.00          | <b>\$12,300.00</b>  |
| Equipment                  |                     |                     |                     |                     |
| Supplies                   | \$14,980.00         | \$7,580.00          | \$7,580.00          | <b>\$30,140.00</b>  |
| Contractual                | \$85,233.33         | \$85,233.33         | \$81,183.33         | <b>\$251,649.99</b> |
| Other                      |                     |                     |                     |                     |
| Total Direct Charges       | \$173,375.33        | \$165,975.33        | \$160,575.33        | <b>\$499,925.99</b> |
| Administration             |                     |                     |                     |                     |
| <b>Total Project Costs</b> | <b>\$173,375.33</b> | <b>\$165,975.33</b> | <b>\$160,575.33</b> | <b>\$499,925.99</b> |

\*FOR FUTURE REQUESTED YEARS