



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 10/17/17

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Drug Enforcement Administration

***Project Title/Description:**

DEA Co-operative agreement

***Purpose:**

To provide four deputies with Federal Law Enforcement Credentials, participate in asset sharing resulting from investigative seizures. There is no cost associated with this agreement; this task force agreement is for liability purposes only. The overtime cost for deputies and clerical staff referenced in this agreement is reimbursed through a separate HIDTA (High Intensity Drug Trafficking Areas) grant agreement GTAW 17*006. See attached clarification from Deborah Clancy at DEA.

***Procurement Method:**

Procurement Code D29.4.V compliance BOS policy D22.6

***Program Goals/Predicted Outcomes:**

To disrupt the illicit drug traffic in the State of Arizona area by immobilizing targeted violators and trafficking organizations. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs. Conduct undercover operations where appropriate and engage in other traditional methods of investigations in order that the task force's activities will result in effective prosecution.

***Public Benefit:**

Reduce the amount of drugs in the State of Arizona

***Metrics Available to Measure Performance:**

Amount of monthly hours worked on the task force.

***Retroactive:**

Received agreement from DEA on 07/31/2017.

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TO: COB. 10-10-17
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Ver. - 1
Addendum

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e.,15-123): 18*65

Effective Date: 10/01/17 Termination Date: 09/30/18 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ 0.00***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ %Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No***Is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: Department Code: Contract Number (i.e.,15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$Is there revenue included? ☐ Yes ☐ No If Yes \$***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ %**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☒ Amendment

Document Type: Department Code: Grant Number (i.e.,15-123):

Effective Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ %***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ %***Funding Source:*****If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: 10/6/17

Deputy County Administrator Signature/Date:

County Administrator Signature/Date: C. R. Melby 10/6/17
(Required for Board Agenda/Addendum Items)



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

M E M O R A N D U M

Date: September 25, 2017
To: Sheriff Mark Napier
From: Chief Deanna Johnson
Subject: DEA Task Force Interagency Agreement

Per the County Administrator's memo dated August 7, 2017 regarding the 2018 Interagency Agreement (IGA) with the Drug Enforcement Administration, staff at DEA has addressed those concerns through additional language added to the IGA (attached) and in the following responses to the questions below:

HIDTA Task Force Agreement

The HIDTA Task Force Agreement is in place because the Pima County Sheriff's Department (PCSD) continues to provide 4 Officers and 2 support staff to work with the DEA Tucson Office in support of the CNA HIDTA Investigative Asset Forfeiture Initiative, and the Pima County HIDTA Investigative Task Force.

- The HIDTA Agreement provides the participating officers with Federal Law Enforcement Credentials.
- They will be deputized and granted enforcement authority set forth under Title 21 U.S.C. 878.
- If traveling with DEA on a HIDTA case they are afforded amenities such as being able to reserve lodging and transportation at the Federal Government rate.

The participating agencies, when applicable, participate in asset sharing resulting from investigative seizures (based on federal regulations) and the cooperative effort is seen as a force multiplier.

Standardized language:

The DEA's Chief Council's Office in Washington, D.C. has standardized the Task Force Agreement language so no matter which local law enforcement entity is participating with DEA in a Task Force, that they are all treated equitably, and applies to all participants nationwide. What I do have the ability to change is the number of participants, and the overtime rate which is set each year in Washington, D.C.

Paragraph 2:

All DEA Interagency Task Force Agreements are for a period of two years. This ensures that the participating officers are with DEA long enough for a background investigation to be completed, and for the officers to be trained in DEA/Federal Law Enforcement Procedures, paperwork, etc. I will amend this paragraph to add the 2 support personnel the PCSD also provides. **See the attached updated agreement.**

Paragraph 5:

This paragraph explains that **HIDTA** will, subject to the availability of annually appropriated funds, **provide the necessary funds and equipment to support the activities of the DEA Agents and the PCSD Officers**. This includes the items that are normally listed as line items in the yearly approved HIDTA budgets.

Paragraph 6:

This paragraph's focus is the **reimbursement limits** that HIDTA can pay the PCSD participants. This amount of overtime is set by DEA Washington and is the same for each agreement nationwide.

In the HIDTA Agreement DEA does not reimburse the PCSD for overtime for the participating officers, and in this case the support personnel (we have in the past, now HIDTA pays if included in the Initiative budget). The overtime funding for the PCSD Officers participating in the HIDTA Task Force is provided as a line item in the approved HIDTA budget.

Paragraph 8:

This paragraph mentions the maintaining of records regarding obligations and expenditures, etc. This applies to the participating department if they receive direct funds from HIDTA to include overtime for your officers, you would contact HIDTA to determine the necessary paperwork to maintain for an audit. If DEA is the conduit to use HIDTA allocated funds to pay overtime for the participating agency officers, the you would be responsible for maintaining invoices, etc. for the billing and payments of such overtime for DEA Inspectors.

Paragraph 12:

When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the _____ shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project. This refers to the federal HIDTA funding received by the participating agency. HIDTA would be the one to clarify what specifics they may require.

Paragraph 14:

This paragraph discusses the use of vehicles for home-to-work transportation and for personal use. The information below should help clarify your question.

Title 31USC, Section 1344(A)2(B) provides that an agency, under appropriate circumstances and after obtaining and providing appropriate approvals, may authorize the home to work utilization of an Official Government Vehicle (OGV) to promote the safe and efficient performance of criminal law enforcement duties. This provision, in conjunction with 41CFR, Section 101-6.4, requires that the employee be continually available for communications and frequently involves the spontaneous recall to duty at locations other than the normal place of work, or where spontaneous need arises for him to remain on duty after normal business hours at locations other than the normal place of work and that their duties would be rendered inefficient or unsafe without home to work transportation and that the activities performed by them would be adversely affected by lack of home to work transportation.

Use by Non-DEA Personnel

Other Enforcement Officers. Aside from those vehicles assigned to officers of another agency as part of a long-term contractual arrangement (e.g., a DEA Task Force cooperative agreement), Official Government Vehicles (OGVs) may only be operated by a non-DEA officer as part of a specific enforcement-related event.

Barring some justifiable circumstance, such use must be continuously monitored either by a DEA agent being present in the vehicle or through surveillance at least participated in by DEA. Any use of an OGV by a non-DEA officer requires the approval of the Special Agent in Charge. Except in exigent circumstances, this approval shall be in advance.

Unauthorized Use

Using an OGV is strictly prohibited under the following circumstances: After the consumption of any amount of alcohol or drugs; solely for the purpose of travel to and from residences; for attending personal business; or for the transportation of any person not engaged in the conduct of official business or not otherwise being transported in the interest of the government.

The amended IGA has been forwarded to Finance for their purposes to place it on the next appropriate agenda for the Board of Supervisors. It should be noted that this agreement cannot go into effect until it has been signed, so appropriate measures have been taken with the Task Force Officers to ensure they are not incurring overtime costs that will not be reimbursed until finalization of this IGA. Please let me know if you have any additional questions.

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
PIMA COUNTY SHERIFF'S DEPARTMENT**

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pima County Sheriff's Department (hereinafter "PCSD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Arizona and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Tucson HIDTA Task Force, the PCSD agrees to detail four (4) experienced Officers to the Task Force for a period of not less than two years. The PCSD also agree to assign two (2) civilian clerical staff. During this period of assignment, the PCSD employees will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PCSD Officers assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PCSD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the DEA Tucson HIDTA Task Force, DEA will assign three (3) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PCSD Officers

assigned to the Task Force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA Tucson HIDTA Task Force, the PCSD will remain responsible for establishing the salaries and benefits, including overtime, of the PCSD Officer assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the PCSD for overtime payments made by it to the PCSD Officers assigned to the DEA Tucson HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$18,042), per officer; and for one of the two clerical support staff at a GS-6 Step 1 (currently \$31,819). ***Note: Task Force Officers overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the PCSD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The PCSD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The PCSD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PCSD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The PCSD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The PCSD agrees that an authorized Officers or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The PCSD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

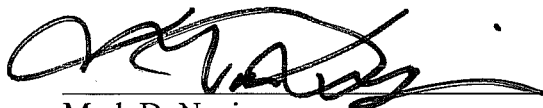
12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the PCSD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.
13. The PCSD understands and agrees that HIDTA will provide the PCSD Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the PCSD personnel, in addition to whatever accident reporting requirements the PCSD may have.
14. While on duty and acting on task force business, the PCSD Officers assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of Task Force Officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by PCSD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the Pima County Sheriff's Department:



Mark D. Napier
Pima County Sheriff

Date 8/3/17

Attachment

PIMA COUNTY

Chair, Board of Supervisors

Date

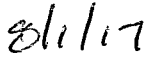
Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, AZ 85714

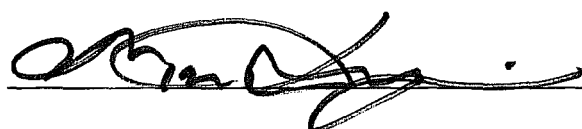
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Mark D. Napier, Sheriff

5. Signature



6. Date

8/31/17