



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

*Contractor/Vendor Name/Grantor (DBA):

Department of Justice

*Project Title/Description:

Organized Crime Drug Enforcement Task Force (OCDETF) Gray Death.

*Purpose:

The Organized Crime Drug Enforcement Task Force is an independent component of the U.S Department of Justice. OCDETF was established to combat transnational organized crime and to reduce the availability of illicit narcotics in the U.S. using a multi-agency approach to enforcement.

*Procurement Method:

This agreement is a non-procurement contract and not subject to Procurement rules

*Program Goals/Predicted Outcomes:

Identify, disrupt, and dismantle the most serious drug trafficking and money laundering organizations and those primarily responsible for the State's drug supply.

*Public Benefit:

Public safety and reduction of drug trafficking activities.

*Metrics Available to Measure Performance:

OCDETF, through the Federal Bureau of Investigations, will reimburse the Pima County Sheriff's Department for State and Local Overtime and authorized expenses under the Strategic Initiative Program for case #SW-AZT-984

*Retroactive:

Yes, although this agreement is retroactive, no funds will be expended until it has been fully executed. This agreement allows the Sheriff's Department to cover overtime costs incurred while working to stem the flow of illegal drugs and crimes. If this award is rejected, funding will not be provided to assist the PCSD towards the agreement objective.

TO: COB, 11-5-2024 (1)
Vers.: 1
pgs.: 14

NOV01'24AM1007 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: SD Contract Number (i.e., 15-123): CT240000048
Commencement Date: 10/01/2024 Termination Date: 09/30/2025 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 25,000.00

*Funding Source(s) required: Department of Justice

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? This is a revenue contract

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 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$

Amount This Amendment: \$

*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):
Commencement 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: Jana Wilson

Department: Sheriff's Department

Telephone: 520-351-3322

Department Director Signature: Julia Gutts Date: 10/30/2024

Deputy County Administrator Signature: Date:

County Administrator Signature: for Date: 10/31/2024

RESOLUTION 2024 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF ORGANIZED CRIME DRUG ENFORCEMENT TASK
FORCES FY 2025 AGREEMENT FOR CASE # SW-AZT-984 BETWEEN THE FEDERAL
BUREAU OF INVESTIGATION AND PIMA COUNTY FOR ASSISTANCE IN LAW
ENFORCEMENT OPERATIONS DURING FISCAL YEAR 2024 – 2025.**

The Board of Supervisors of Pima County, Arizona finds:

1. The Organized Crime Drug Enforcement Task Forces ("OCDETF") is an independent component of the U. S. Department of Justice. OCDETF was established to combat transnational organized crime and to reduce the availability of illicit narcotics in the U.S. using a multi-agency approach to enforcement. The OCEDTF program combines the resources and expertise of federal, state, and local law enforcement organizations in concentrated and coordinated investigations of organized crime, money laundering, and major drug trafficking networks.
2. OCDETF partners sponsoring Federal Agencies with State and Local Law Enforcement Agencies in OCDETF Investigations, Strategic Initiatives and prosecutions. The OCEDTF Program offers Agreements to State and Local Law Enforcement Agencies for Reimbursement of overtime and authorized expenses incurred while assisting in a specified OCDETF Investigation or Strategic Initiative.
3. OCDETF, through the Federal Bureau of Investigation, has offered the Pima County Sheriff's Department ("PCSD") a FY 2025 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-984, Operation Gray Death ("the Agreement"), attached to this Resolution as **Exhibit A**.
4. The OCDETF Program requires the Agreement to be signed by "an authorized State or Local Organization official".
5. It is in the best interests of the residents of Pima County, to accept the Organized Crime Drug Enforcement Task Forces FY 2025 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-984, Operation Gray Death.

NOW, THEREFORE, BE IT RESOLVED AS SET FORTH ON THE FOLLOWING PAGE:

- A. The Sheriff of Pima County or his designee, is authorized and directed to, on behalf of the Pima County Board of Supervisors, accept and sign the Organized Crime Drug Enforcement Task Forces FY 2025 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-984, Operation Gray Death as directed by OCDETF.
- B. The Sheriff of Pima County or his designee is authorized and directed, on behalf of the Pima County Board of Supervisors, to execute any other amendments or modifications required by OCDETF in carrying out County's duties under the Agreement.

Passed and adopted, this _____ day of _____, 2024.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

 **SEAN HOLGUIN**

Deputy County Attorney

PIMA COUNTY



Chris Nanos, Sheriff

10-30-2024

Date

EXHIBIT A

Organized Crime Drug Enforcement Task Forces
FY 2025 Agreement
For the Use of the State & Local Overtime and Authorized
Expenses / Strategic Initiative Program

UEI #: M K 6 R G 7 T H H M 8 5 EFT* indicator: 0 0 0 0

Federal Tax Identification: 8 6 - 6 0 0 0 5 4 3

*EFT indicator is required if there is more than one bank account associated with the UEI.

EXO USE ONLY
 DC#: B-32-

Amount Requested: \$ 25,000.00
Amount requested should match the amount calculated on the Initial Funding Form, Page 2
 Number of Officers Listed: 44

OCDETF Investigation / Strategic Initiative
 Number: SW-AZT-984
 Operation
 Name: Gray Death

From: October 1, 2024
Beginning Date of Agreement
 To: September 30, 2025
Ending Date of Agreement

Federal Agency Investigations
 Number: 245C-PX-3813449

State & Local Organization
 Supervisor: Capt. Juan Navarro
 Phone Number: (520) 351-6286
 Email Address: Juan.Navarro@sheriff.pima.gov

Sponsoring Federal Agency(ies):
Federal Bureau of Investigations

Group / Squad Supervisor: SSA Kyle Blackhurst
 Phone Number: (520) 471-5228
 Email Address: ksblackhurst@fbi.gov

State & Local Organization Name:
Pima County Sheriff's Department
 State & Local Address:
Capt. Juan Navarro
1750 E. Benson Hwy.
Tucson, AZ 85714

Addendum A in use? Y N

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration:**

Finance Contact: Julia Gates
 Phone Number: (520) 351-4734
 Email Address: Julia.Gates@Sheriff.Pima.Gov

SAM.gov Entity
 Administrator: Yuko Jarvis
 Phone Number: (520) 351-6958
 Email Address: Yuko.Jarvis@Sheriff.Pima.Gov

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement Officers to the OCDETF investigation or Strategic Initiative; the Sponsoring Federal Agency Special Agent in Charge (SAC), or designee, of the sponsoring Federal Agency field office where the State & Local Officers will be working; the sponsoring Agency Regional OCDETF Coordinator; the Regional OCDETF Director, or designee; and the OCDETF Executive Office (EXO).

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2025.
2. No individual Agreement with a State & Local Law Enforcement Organization may exceed \$25,000; and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation within a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding requested. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. If the funds for a particular Agreement are completely deobligated with the intention of closing the Agreement, it will not count as a modification for purposes of this policy. No increase modifications should be submitted if there are no bills entered on the Agreement in MIS. These amendments or changes must be submitted as a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF EXO in a timely manner not to exceed thirty (30) days. The signed Modification Memo should be returned to the State & Local Organization, included in the region's State & Local agreement file, and be available upon request.
4. If an Agreement does not have a bill entered in MIS within ninety (90) days of the Agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an Agreement is dated October 1st, and there is no activity by December 30th, the Agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will routinely run 90-day inactivity reports from MIS to identify inactive Agreements eligible for deobligation. The OCDETF EXO will assist with monitoring aging Agreements. Furthermore, if a State & Local Law Enforcement Organization determines there will be no additional work performed under a particular Agreement, a funding change notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Law Enforcement Organization) on the investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, at a minimum a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Law Enforcement Organization or eight (8) hours per day on a single, or multiple, OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed (the FY25 amount not to be exceeded by each individual is \$21,740.50). The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The OCDETF Program Specialist, or designee, will monitor these payments through MIS and communicate to the Federal Agency Regional OCDETF Coordinators, who provide status updates to any officer approaching the threshold.
12. The Overtime Log (page 2 of the Reimbursement Request) must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the Overtime Log, each column must be completed with the totals reported at the bottom. The Overtime Log must include the officer's name from the Agreement or Officer Modification Form, the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State & Local Officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request. Additionally, the Reimbursement Request contains an officer's Overtime Log for tracking individual officer's hours. The column in the overtime log titled 'Other Federal Overtime earned this Fiscal Year' should be used to track other federal non-OCDETF cases (i.e., Safe Streets, HIDTA, IRS, HSI, FEMA, etc.) overtime hours earned in the fiscal year, so when combined with the officer's total OCDETF overtime hours the individual officer's total federal overtime hours can be tracked towards the 25% threshold.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain paper or electronic records for a period of six (6) years. Accurate and complete records must account for all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site auditing and inspection.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Regional policies are documented in the Addendum B of approved Agreements. The agencies must adhere to these additional requirements unless they have written approval by the RCG for any exceptions to the regional policies.

16. The sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation.
17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State & Local Law Enforcement Organization include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin, or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of AFF funds per the approval and signature of the OCDETF EXO obligating authority. The OCDETF EXO will approve and certify all terms and conditions of the Agreement have been met.

Approved By: APR 1/2/24 #1171 LIEUTENANT 10/07/24
Authorized State & Local Official Title Date
ROBERT P. KRYGIER
Print Name

Approved By: [Signature] 10/3/24
Sponsoring Federal Agency Special Agent in Charge or Designee Date
Kyle Blackhurst
Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

Organized Crime Drug Enforcement Task Forces
FY 2025 State & Local Law Enforcement Officers Assigned to
Participate in the State & Local Overtime and
Authorized Expenses / Strategic Initiative Program

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: SW-_____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>Name*</u>	<u>Title / Rank</u>	<u>DOB</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

OCDETF Officer Form (Continued)

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: SW-_____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>Name*</u>	<u>Title / Rank</u>	<u>DOB</u>
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____
22.	_____	_____	_____
23.	_____	_____	_____
24.	_____	_____	_____
25.	_____	_____	_____
26.	_____	_____	_____
27.	_____	_____	_____
28.	_____	_____	_____
29.	_____	_____	_____
30.	_____	_____	_____
31.	_____	_____	_____
32.	_____	_____	_____

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request

Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY

For purposes of reimbursing OCDETF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or**
- 3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Any Other Exceptions or Justifications

NONE

ADDENDUM B
TO STATE AND LOCAL OVERTIME AGREEMENT
STRATEGIC INITIATIVE FUNDING REQUEST

Note: The following ONLY pertains to Strategic Initiative Funding Requests

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.