



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contr Grant

Requested Board Meeting Date: 06/06/2023

* = 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) Flashover

***Purpose:**

The Organized Crime Drug Enforcement Task Forces 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 Investigation, will reimburse the Pima County Sheriff's Department State for Local Overtime and authorized expenses under the Strategic Initiative program for case #SW-AZT-930.

***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 5-10-2023 0
Vers.: 1
pgs.:

MAY05'23AM 11:59 PM

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: CTN Department Code: SD Contract Number (i.e., 15-123): 23*172
Commencement Date: 05/16/2023 Termination Date: 09/30/2023 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

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):

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: Bonnie Schaeffer

Department: Sheriff

Telephone: 520-351-6374

Department Director Signature: [Signature] Date: 4/28/2023

Deputy County Administrator Signature: [Signature] Date:

County Administrator Signature: [Signature] Date: 5/1/2023

RESOLUTION 2023 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF ORGANIZED CRIME DRUG ENFORCEMENT TASK
FORCES FY 2023 AGREEMENT FOR CASE # SW-AZT-930 BETWEEN THE FEDERAL
BUREAU OF INVESTIGATION AND PIMA COUNTY FOR ASSISTANCE IN LAW
ENFORCEMENT OPERATIONS DURING FISCAL YEAR 2022 – 2023.**

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 2023 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-930, Operation Flashover (“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 2023 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-930, Operation Flashover.

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 2023 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-930, Operation Flashover 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 _____, 2023.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

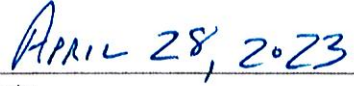


Deputy County Attorney

PIMA COUNTY

A handwritten signature in blue ink, appearing to read "Chris Nanos".

Chris Nanos, Sheriff

A handwritten date in blue ink, "APRIL 28, 2023".

Date

EXHIBIT A

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #: 781-693-049

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

EXO USE ONLY

DC#: Z-32- _____

Amount Requested:	<u>\$ 25,000.00</u>
<small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2</small>	
Number of Officers Listed:	<u>31</u>

OCDETF Investigation / Strategic Initiative Number:	<u>SW-AZT-930</u>
Operation Name:	<u>Flashover</u>

From:	<u>May 16, 2023</u>
<small>Beginning Date of Agreement</small>	
To:	<u>September 30, 2023</u>
<small>Ending Date of Agreement</small>	

Federal Agency Investigations Number:	<u>245C-PX-3376794</u>
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Addendum A in use?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
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State & Local Organization	
Narcotics Supervisor:	<u>Capt. Derek Ogden</u>
Telephone Number:	<u>(520) 351-6430</u>
Email Address:	<u>Derek.Ogden@sheriff.pima.gov</u>

Sponsoring Federal Agency(ies):	<u>Federal Bureau of Investigation</u>
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State & Local Organization Name:	
<u>Pima County Sheriff Department</u>	
Address to receive OCDETF paperwork (no PO Boxes): Attention: *	
<u>Capt. Derek Ogden</u>	
<u>1750 E. Benson Highway</u>	
<u>Tucson, AZ. 85714</u>	

Sponsoring Federal Agency(ies)	
Group / Squad Supervisor:	<u>SSA William Martinez</u>
Telephone Number:	<u>(602) 723-0968</u>
Email Address:	<u>wjmartinez@fbi.gov</u>

* Include the name of the person the form should be mailed to

Please provide the name, telephone number, and email address for the **financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Bonnie Schaeffer

Telephone Number: (520) 351-6374

Email Address: bonnie.schaeffer@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 an authorized State & Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

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 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in 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 needed. 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. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. If the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and 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 run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work 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 drug 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 Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local 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 time 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 State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
12. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State & Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
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 for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. 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 Agency 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.
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 Agency 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 Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), 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. 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, e.g., 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 time 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 funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a 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.

Approved By:  Captain 1-11-23
Authorized State & Local Official Title Date
DEREK OGDEN
Print Name

Approved By:  1/10/2023
Sponsoring Federal Agency Special Agent in Charge or Designee Date
William J. MARTINEZ
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

**STATE & LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED
TO PARTICIPATE IN THE STATE & LOCAL OVERTIME AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State & Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT-930

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.	[REDACTED]	[REDACTED]	[REDACTED]
2.	[REDACTED]	[REDACTED]	[REDACTED]
3.	[REDACTED]	[REDACTED]	[REDACTED]
4.	[REDACTED]	[REDACTED]	[REDACTED]
5.	[REDACTED]	[REDACTED]	[REDACTED]
6.	[REDACTED]	[REDACTED]	[REDACTED]
7.	[REDACTED]	[REDACTED]	[REDACTED]
8.	[REDACTED]	[REDACTED]	[REDACTED]
9.	[REDACTED]	[REDACTED]	[REDACTED]
10.	[REDACTED]	[REDACTED]	[REDACTED]

OCDETF Officer Form (Continued)

State & Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT-930

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.	[REDACTED]	[REDACTED]	[REDACTED]
12.	[REDACTED]	[REDACTED]	[REDACTED]
13.	[REDACTED]	[REDACTED]	[REDACTED]
14.	[REDACTED]	[REDACTED]	[REDACTED]
15.	[REDACTED]	[REDACTED]	[REDACTED]
16.	[REDACTED]	[REDACTED]	[REDACTED]
17.	[REDACTED]	[REDACTED]	[REDACTED]
18.	[REDACTED]	[REDACTED]	[REDACTED]
19.	[REDACTED]	[REDACTED]	[REDACTED]
20.	[REDACTED]	[REDACTED]	[REDACTED]
21.	[REDACTED]	[REDACTED]	[REDACTED]
22.	[REDACTED]	[REDACTED]	[REDACTED]
23.	[REDACTED]	[REDACTED]	[REDACTED]
24.	[REDACTED]	[REDACTED]	[REDACTED]
25.	[REDACTED]	[REDACTED]	[REDACTED]
26.	[REDACTED]	[REDACTED]	[REDACTED]
27.	[REDACTED]	[REDACTED]	[REDACTED]
28.	[REDACTED]	[REDACTED]	[REDACTED]
29.	[REDACTED]	[REDACTED]	[REDACTED]
30.	[REDACTED]	[REDACTED]	[REDACTED]
31.	[REDACTED]	[REDACTED]	[REDACTED]
32.			

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 OCDEF 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.