



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 9/4/2018

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Drug Enforcement Administration

**\*Project Title/Description:**

DEA Overtime

**\*Purpose:**

To provide OT for one officer to work in the Tucson DEA Tactical Diversion Task Force

**\*Procurement Method:**

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

**\*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:**

No.

**Contract / Award Information**

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

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?** \_\_\_\_\_

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: GTAW Department Code: SD Grant Number (i.e.,15-123): 19\*0012

Effective Date: 10/01/2018 Termination Date: 09/30/2019 Amendment Number: \_\_\_\_\_

Match Amount: \$ 0.00  Revenue Amount: \$ 18,343.75

**\*All Funding Source(s) required:** Drug Enforcement Administration

**\*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)?** Federal Government

Contact: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: Julia Gates 08/14/2018

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. R. Schellberg 8/20/18  
*(Required for Board Agenda/Addendum Items)*

**TACTICAL DIVERSION TASK FORCE AGREEMENT  
BETWEEN  
DRUG ENFORCEMENT ADMINISTRATION  
AND  
PIMA COUNTY SHERIFF'S DEPARTMENT**

This agreement is made this 1st day of October, 2018, 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 controlled substance pharmaceuticals and/or listed chemicals 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 Tactical Diversion Task Force will perform the activities and duties described below:
  - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Arizona;
  - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; 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 Tactical Diversion Task Force, the PCSD agrees to detail one (1) experienced officer to the DEA Tucson Tactical Diversion Task Force for a period of not less than two years. During this period of assignment, the PCSD Officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The PCSD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PCSD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the DEA Tucson Tactical Diversion Task Force, DEA will assign five (5) Special Agents and one (1) Diversion Investigator to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and PCSD Officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force Officers must record their work hours via DEA's activity reporting system.
6. During the period of assignment to the DEA Tucson Tactical Diversion Task Force, the PCSD will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to PCSD Officer assigned to the DEA Tucson Tactical Diversion 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 \$18,343.75), per officer. ***"Note: Task Force Officer's 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 officer 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 to the PCSD by DEA 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 in part with federal money, the PCSD shall clearly state: (1) the 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 project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PCSD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_ Date: \_\_\_\_\_  
Douglas W. Coleman  
Special Agent in Charge

For the Pima County Sheriff's Department:

 \_\_\_\_\_ Date: 8/7/18  
Mark D. Napier  
Pima County Sheriff

Attachment

**PIMA COUNTY**

\_\_\_\_\_  
Richard Elias, Chairman, Board of Supervisors

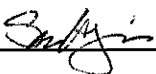
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Date

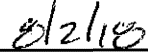
**Attest:**

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL AUTHORITY:**

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Date