



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: ~~10/16/18~~ 11/06/2018

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Customs and Border Protection, US Border Patrol

***Project Title/Description:**

Treasury Executive Office of Asset Forfeiture (TEOAF)

***Purpose:**

To employ a strategic enforcement effort to reduce and disrupt trafficking, sales, and distribution of illegal narcotics within Pima County. The funds will be used for overtime and mileage reimbursement. The overtime will support investigative and interdiction efforts, including a focus on combating the opioid epidemic.

***Procurement Method:**

Not applicable to grant awards

***Program Goals/Predicted Outcomes:**

To intercept narcotic and dangerous drugs, such as heroin, methamphetamine, cocaine and other forms of these narcotics in order to disrupt distribution efforts of drug trafficking organizations.

***Public Benefit:**

To remove narcotic and dangerous drugs off the streets of Pima County.

***Metrics Available to Measure Performance:**

Monthly reports

***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 ☐ AmendmentDocument Type: GTAW Department Code: SD Grant Number (i.e., 15-123): 19*32Effective Date: 10/16/18 Termination Date: 09/30/19 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 300,000.00***All Funding Source(s) required:** Treasury Executive Office of Asset Forfeiture***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)?**YesContact: Toni RobinsonDepartment: SheriffTelephone: 351-3185Department Director Signature/Date: Julia Gatz 10/3/2018

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. [Signature] 10/29/18
(Required for Board Agenda/Addendum Items)

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
CUSTOMS AND BORDER PROTECTION, UNITED STATES
BORDER PATROL AND LOCAL, COUNTY, OR STATE LAW
ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF
JOINT OPERATIONS EXPENSES FROM THE TREASURY
FORFEITURE FUND**

This Agreement is entered into by the Pima County Sheriff's Department (NCIC CODE #AZ01000000) and United States Border Patrol (USBP), CPA Tucson Sector for the purpose of the reimbursement of costs incurred by the Pima County Sheriff's Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the CBP Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by USBP CPA Tucson Sector, with the participation of the Pima County Sheriff's Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

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A. Assignment of Officer(s)

To the maximum extent possible, the Pima County Sheriff's Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Pima County Sheriff's Department shall provide the USBP CPA Tucson Sector with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer/deputies(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Pima County Sheriff's Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with USBP CPA Tucson Sector, performed by its officer(s) assigned to this joint operation. In addition, the Pima County Sheriff's Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the USBP CPA Tucson Sector.

The Pima County Sheriff's Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Pima County Sheriff's Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

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3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Pima County Sheriff's Department must submit to USBP CPA Tucson Sector the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Pima County Sheriff's Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Pima County Sheriff's Department will submit all requests for the reimbursement of joint operations' expenses to USBP CPA Tucson Sector, at the following address: 2430 S. Swan Rd. Tucson Arizona 85711, Attn. CPA Paul A. Beeson, c/o Robert Ulrich, Ph. 520-748-3208

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by USBP, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Pima County Sheriff's Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the USBP CPA Tucson Sector and the Pima County Sheriff's Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:

CPA Rodolfo Karisch
United States Border Patrol
Tucson Sector

Date: _____



Sheriff Mark D. Napier
Pima County Sheriff's Department

Date: 10/10/18

PIMA COUNTY

Chairman, Board of Supervisors

Date

Clerk of the Board

Date

APPROVED AS TO FORM AND LEGAL AUTHORITY:



Deputy County Attorney
ANDREW FLAGG



Date