

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 9/3/19

* = 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

*Purpose:

To partner with federal law enforcement to disrupt major drug trafficking operations and related crimes, such as money laundering, tax and weapon violations, and violent crime

*Procurement Method:

This IGA 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 organization 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: Monthly reports

*Retroactive: No.

Contract / Award Informati	on	
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) require	ed:	
Funding from General Fund?	Yes C No If Yes \$	%
Contract is fully or partially full If Yes, is the Contract to a		
Were insurance or indemnity	clauses modified?	Yes No
If Yes, attach Risk's approv	val.	
Vendor is using a Social Sec	urity Number?	Yes No
If Yes, attach the required fo	orm per Administrative Procedure	22-73.
Amendment / Revised Awa	rd Information	
Document Type:	Department Code:	Contract Number (i.e.,15-123):
		AMS Version No.:
		Prior Contract No. (Synergen/CMS):
C Expense or C Revenue	⊂ Increase ⊂ Decrease	Amount This Amendment: \$
Is there revenue included?	⊂Yes ⊂ No If `	Yes \$
*Funding Source(s) require	d:	
· analing couloc(c) require		
		Yes \$ %
Funding from General Fund?		Yes \$%
Funding from General Fund?		awards)
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Funding from General Fund? Grant/Amendment Informat Document Type: GTAW Effective Date: 07/17/2019	○ Yes No If ` tion (for grants acceptance and Department Code: SD Termination Date: 09/30	awards)
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GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: <u>GMI@pima.gov</u>. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Sheriff Date: 8/7/19		
Contact information:	Name: Teresa Wilson Telephone: (520) 351-6240		
Funding opportunity title:	Organized Crime Drug Enforcement Task Force - Operation "Rematch"		
Link to opportunity:	n/a		
Funding agency:	Department of Justice		
Amount to be requested:	\$ 25,000.00		
Due date and time:			
	Overtime costs - salary only; benefits/employee related expenses are not allowable (see #23 on page 7 of attached agreement).		
	Indirect costs are not allowable (see #15 on page 6 of attached agreement).		
What are you going to spend the money on?			
	Public safety and reduction of drug trafficking activities.		
What will be the benefit to Pima County?			
1.8			
adiract costs about	I will be requesting indirect costs. Indirect-cost rate to be requested: %		
Indirect costs – check one:	 I have attached a request for waiver of indirect costs (GMI Intranet) I need help anderstanding indirect costs Indirect costs are not allowable 		
By: JazAl	שלאב Date: <u>איל</u> Date: <u>איל</u> ט Date: <u>אילט</u> Date: <u>אילט</u>		

CFDA No.				
Competitive Criteria:	Operation Rematch reimburses overtime and authorized expenses incurred by 39 Pima County Sheriff Department officers assigned to work on federal investigation and strategic initiatives of the Organized Crime Drug Enforcement Task Force (OCDETF) from July 17 to September 30, 2019.			
Other Factors:	Pima County provides experienced drug law enforcement officers to work OCDETF investigation/initiatives. Officers must work full-time (40 hrs/week or 8 hours/day) on the specified investigations in order to be paid overtime. The County must pay the base salary, overtime, travel and per diem expenses of its officers involved in OCDETF initiatives.			
Number of Awards:	Total amount to be awarded: \$25,000 requested			
Match Required: Ye	es 🖌 No If required what is the amount/percent:			
Terms Notes (e.g. unusual restrictions, reporting burdens; etc.):	Terms Notes (e.g. unusual restrictions, reporting burdens;			
Will this project require additional office/project space? Yes Will this project require staff time that cannot be paid for by the grant? Yes Will your project require any equipment items over \$5,000 per item? Yes Does the proposal use a fixed price contract? Yes Is this project subject to Human Subjects compliance? Yes Does this project involve subrecipients? Yes Is there a Statutory Funding Preference from the funding agency? Yes Allowable Indirect Rate: n/allowed				
List any other proposal or funder specific requirements:				
GMI notes & recommendations: By:				
County Administrator Approval Request				
Approved: Not Approved: Subject to Further Review: Yes No				
If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.				
By:County	Administrator or Designee			

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2019 Agreement FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #:	781-693-049	UFMS Doc#:		
Federal Tax Identificat	tion #: 86-6000543	DC#: <u>T -3 2</u>		
Amount Requested: \$ 25,000	0.00	OCDETF Investigation / Strategic Initiative Number: SW-AZT-872		
Number of Officers Li	sted:39	Operation Name: Rematch		
To: September	ning Date of Agreement	Federal Agency Investigations: Number: 245C-PX-3118908		
State or Local Organiz Narcotics Supervisor: Telephone Number: E-mail Address:	ation Lt. Edward Spinney (520) 351-8850 Edward.Spinney@sheriff.pima.gov	State or Local Organization Name: Pima County Sheriff Department Address to receive OCDETF paperwork (no PO Boxes): ATTN: Lt. Edward Spinney 1750 E. Benson Highway Tucson, AZ. 85714		
Sponsoring Federal Federal Bureau	Agency(ies): of Investigation	Sponsoring Federal Agency Group/Squad Supervisor:SSA Sonja FruehTelephone Number:(520) 573-5507E-mail Address:sfrueh@fbi.gov		

Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Bonnie Shaffer

Telephone Number:(520) 351-6374E-mail Address:Bonnie.Schaeffer@sheriff.pima.gov

This Agreement is between the above named State or 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 or 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 or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the <u>Organized Crime Drug Enforcement Task Forces State</u> or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.
- 2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed\$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
- 3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, 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. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
- 4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the <u>State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual</u> requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
- 5. The State or 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. Agreement (FY19), Page 2

- 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 or 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. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
- 10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week 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 requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
- 11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
- 12. 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.

Agreement (FY19), Page 3

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- 13. 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 or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive 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.
- 14. 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 or 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.
- 15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
- 16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
- 17. The State or 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 any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
- 18. The State or 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.
- 19. 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.

- 20. 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. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. 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.
- 21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
- 22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
- 23. Restrictions: 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 or 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 \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

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 or 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 or 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.

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Approved By:				
	Authorized State or Local Official	Title	Date	
	Print Name	_		
Approved By:		8		
	Sponsoring Federal Agency Special Age	ent in Charge or Designee	Date	
	Print Name	_		
Approved By:				
	Sponsoring Agency Regional OCDETF	Coordinator	Date	
Approved By:				
	Assistant United States Attorney Region	al OCDETF Director	Date	

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

Funds Certified:

1.0

	OCDETF Executive Office	Date
Approving Official:		7/18/19
	OCDETF Executive Office	Date

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

State or Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT-872

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.

NAME	<u>TITLE/RANK</u>	DOB
1.	Deputy	
2.	Deputy	
3.	Sergeant	
4.	Sergeant	
5.	Deputy	
6.	Tech	
7.	Sergeant	
8.	Deputy	
9.	Deputy	
10.	Deputy	

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

State or Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT-872

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NAME	TITLE/RANK	DOB
1.	Sergeant	
2.	Deputy	
3.	Deputy	
4.	Deputy	
5. Distanti dalla sulla di	Deputy	
6.	Deputy	
7.	Deputy	
8.	Deputy	
9.	Deputy	
10.	Deputy	

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

State or Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT-872

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.

NAME	TITLE/RANK	DOB
1.	Deputy	
2.	Deputy	
3.	Pilot	
4.	Sergeant	
5.	Deputy	
6.	Deputy	
7.	Deputy	
8.	Deputy	
9.	Deputy	
10.	Deputy	

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

State or Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW-AZT=872

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.

NAME	TITLE/RANK	DOB
1.	Deputy	
2.	Deputy	
3.	Sergeant	
4.	Deputy	
5.	Intel Support	
6.	Intel Support	
7.	Intel Support	e producer o la la cardina
8.	Deputy	
9.	Deputy	
10.		

Agreement (FY19), Page 7

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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 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.

Any Other Exceptions or Justifications

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

Note: The following <u>ONLY</u> 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.

PIMA COUNTY

Chairman, Board of Supervisors

Date

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

<u>e/13/19</u> Date