



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 02/04/2020

** = 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 - Boxy Lady

***Purpose:**

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

***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 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:**

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 22-10.***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): 20*76

Effective Date: 11/15/19 Termination Date: 09/30/2020 Amendment Number: _____

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 25,000.00***All Funding Source(s) required:** Department of Justice***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)?**

Directly from Federal Government, Department of Justice

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date: *Julia Guter* 1/13/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: *C. Deuelberry* 1/14/2020

(Required for Board Agenda/Addendum Items)

TO: PIMA COUNTY GRANTS MANAGEMENT

FROM: BONNIE SCHAEFFER
PIMA COUNTY SHERIFF'S DEPARTMENT
351-6374
BONNIE.SCHAEFFER@SHERIFF.PIMA.GOV

DATE: 1/14/2020

CONTRACT INFORMATION

GTAW 20*76
BOS MEETING: 2/4/2020

GRANTOR: Department of Justice
GRANT NAME: SD-OCDETF BOXY LADY
MAJOR PROGRAM: GSD425
PROGRAM CODE: GSD01525
PPC: OT1920
BUDGET: \$25,000.00

COULD I PLEASE HAVE THIS ONE BACK AS SOON AS POSSIBLE

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: GMI@pima.gov. 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: 11/21/19
Contact information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	Organized Crime Drug Enforcement Task Forces (OCDETF) - Boxy Lady FY2020	
Link to opportunity:	n/a	
Funding agency:	Department of Justice	
Amount to be requested:	\$ 25,000.00	
Due date and time:		
What are you going to spend the money on?	Overtime Reimbursement of fringe benefits is prohibited. Commissioned members will assist in joint task force activities and investigations. Period: 11/15/19 - 9/30/20 Investigation / Strategic Initiative Number: SW AZ 855 SW AZT 855 Indirect costs are not allowable; see page 5 of agreement.	
What will be the benefit to Pima County?	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. Increased public safety by identifying, disrupting, and dismantling the most serious drug trafficking and money laundering organizations and those primarily responsible for the drug supply coming into Pima County.	
Indirect costs – check one:	☐ I will be requesting indirect costs. Indirect-cost rate to be requested: _____ % ☐ I have attached a request for waiver of indirect costs (GMI Intranet) I ☒ need help understanding indirect costs Indirect costs are not allowable	
By: <u></u> <u>4442</u>	Date: <u>11/21/19</u>	
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS**To be completed by GMI staff**

CFDA No.	DOJ Program, but no CFDA no. found		
Competitive Criteria:	"For the use of the state or local overtime and authorized expense/strategic initiative program" State or local law enforcement will assist in Organized Crime Drug Enforcement Task Force (OCDETF) surveillance, takedown, and trial/court by providing 30 specifically named experienced drug law enforcement officers. Sponsoring federal agency: FBI		
Other Factors:	Change in officers must be agreed to by all approving officials. Assigned OCDETF officers must work full-time (defined in Agreement Addendum A) on the investigations/strategic initiative in order to be paid overtime. Parent state/local organization must pay base salary, overtime, travel, per diem expenses. OCDETF will reimburse limited amount of overtime, but not fringe.		
Number of Awards:	Total amount to be awarded: \$ 25,000.00		
Match Required:	☒ Yes ☐ No If required what is the amount/percent: <u>dedicated full-tir</u>		
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	No agreement exceeds \$25,000; cumulative overtime monies spent on single investigation/initiative may not exceed \$50,000 w/o express prior approval. Initial allotment based on number of officers assigned to case, current case activity, number of federal / state / local resources on hand and prior year spending. Overtime rate based on authorized rate of officer; estimated overtime hours for active investigation plan 518.00; prior year spending: \$19,474.66; funding adjusted according to activity and manpower levels. Payments not to exceed 25% current approved Federal salary rate in effect at time of overtime.		
Will this project require additional office/project space?	☐ Yes	☒ No	
Will this project require staff time that cannot be paid for by the grant?	☒ Yes	☐ No	
Will your project require any equipment items over \$5,000 per item?	☐ Yes	☒ No	
Does the proposal use a fixed price contract?	☐ Yes	☒ No	
Is this project subject to Human Subjects compliance?	☐ Yes	☒ No	
Does this project involve subrecipients?	☐ Yes	☒ No	
Is there a Statutory Funding Preference from the funding agency?	☐ Yes	☒ No	
Allowable Indirect Rate: _____	If Indirect is not allowed, attach documentation.		
List any other proposal or funder specific requirements:	Request for reimbursement required w/in 30 days of month worked; overtime log must be attached. Accounting and supporting documentation of regular and overtime hours required to be retained/available upon request for six years. "15. Under no circumstance will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement." (See attached FY2020 Redacted Agreement) Agreement must be signed by individual w/assignment and supervisory authority over participating officers.		
GMI notes & recommendations: No match language actually used in grant agreement. OCDETF Program, Policies, & Procedures Manual was referenced in Agreement but unavailable.			
AD By: 	Date: <u>1/6/2020</u>		
GMI Director			
County Administrator Approval Request			
Approved: <u>✓</u>	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: 	Date: <u>1/6/2020</u>		
County Administrator or Designee			

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 781-693-049
Federal Tax Identification #: 86-6000543

DC#: W-32-

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.

\$ 25,000.00

Number of Officers Listed: 30

From: November 15, 2019
Beginning Date of Agreement
To: September 30, 2020
Ending Date of Agreement

State or Local Organization

Narcotics Supervisor: Lt. Edward Spinney
Telephone Number: (520) 351-8850
E-mail Address: Edward.Spinney@sheriff.pima.gov

Sponsoring Federal Agency(ies):
Federal Bureau of Investigation

OCDETF Investigation / Strategic Initiative
Number: SW-AZT-855

Operation
Name: Boxy Lady

Federal Agency Investigations:
Number: 245C-PX-3038486

State or Local Organization Name:

Pima County Sheriff Department

Address to receive OCDETF paperwork (no PO Boxes):

ATTN: Lt. Edward Spinney
1750 E. Benson Hwy
Tucson, AZ. 85714

Sponsoring Federal Agency
Group/Squad Supervisor: SSA Sonja Frueh

Telephone Number: (520) 573-5507

E-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) 351-6374

E-mail Address: Bonnie.Schaeffer@sheriff.pima.gov

OCDETF Case #: <u>245C-PX-3038486</u>	Amount Requested: <u>\$ 25,000.00</u> <i>This amount should be entered on Page 1 of the Reimbursable Agreement.</i>
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Agreement Activity: *(Please check all that apply)*

☒ Surveillance ☒ Takedown ☒ Trial/Court ☐ Wire: ☐ Approved
☐ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:		
Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 48.21</u>	<u>518.00</u>	<u>\$ 19,474.66</u>
<i>Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:</i> The initial allotment is based on the number of officers assigned to case, current activity of case, number of federal, state and local resources available to assist with case, and prior year spending. It is understood that case activity level, as well as manpower levels, may change; therefore, funding will be adjusted accordingly.		

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 Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
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 State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual 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.

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.

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. 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.
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.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**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-855

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

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
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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]	Deputy	[REDACTED]
2.	[REDACTED]	Deputy	[REDACTED]
3.	[REDACTED]	Deputy	[REDACTED]
4.	[REDACTED]	Deputy	[REDACTED]
5.	[REDACTED]	Deputy	[REDACTED]
6.	[REDACTED]	Deputy	[REDACTED]
7.	[REDACTED]	Deputy	[REDACTED]
8.	[REDACTED]	Deputy	[REDACTED]
9.	[REDACTED]	Deputy	[REDACTED]
10.	[REDACTED]	Sergeant	[REDACTED]

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

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-855

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

Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY- DO NOT ALTER

For purposes of reimbursing OCDETF overtime claims, the following applies: 1) Work 40 hours per week on a single 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. All approvals are subjected to the availability of funds.

Any Other Exceptions or Justifications

Exemptions will be considered on a case by case basis per individual incident. Any Other Any changes/additions must be submitted in writing and pre-approved by OCDETF Regional Coordinator.

Addendum B

Identification of Additional Policy Requirements

Southwest Region Policy -

**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.

PIMA COUNTY

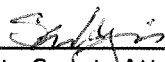
Chairman, Board of Supervisors

Date

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Date