

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

CAward ← Contract ● Grant

Requested Board Meeting Date: 02/04/2020

\* = Mandatory, information must be provided

or Procurement Director Award  $\Box$ 

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

Department of Justice

### \*Project Title/Description:

Organized Crime Drug Enforcement Task Force - Rematch

### \*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.

Page 1 of 2

DH for GMI 1/14/2020

Contract / Award Informati	<u>on</u>	
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 ONo If Yes \$	%
Contract is fully or partially full full Yes, is the Contract to a vertical to a verti		☐ Yes ☐ No
Were insurance or indemnity	clauses modified?	☐ Yes ☐ No
If Yes, attach Risk's approv	val.	
Vendor is using a Social Sec	curity Number?	☐ Yes ☐ No
If Yes, attach the required fo	orm per Administrative Procedure	22-10.
Amendment / Revised Awa		
		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) require	d:	
Funding from General Fund?	CYes ⊂ No If`	Yes\$ %
Grant/Amendment Informat	tion (for grants acceptance and	awards) C Award C Amendment
Document Type: GTAW	,	·
	•	D/2020 Amendment Number:
	remination bate. 09/30	
Match Amount: \$		Revenue Amount: \$ 25,000.00
*All Funding Source(s) requ	uired: Department of Justice	
*Match funding from Genera	al Fund? CYes No If	Yes \$%
*Match funding from other s *Funding Source:	sources? (Yes (No If )	Yes\$ %
	ed, is funding coming directly sed through other organizatio	· · · · · · · · · · · · · · · · · · ·
Contact: Bonnie Schaeffer		
Department: Sheriff		Telephone: 351-6374
Department Director Signatu	ure/Date: ()	1/13/2020
Deputy County Administrato	11 71	
County Administrator Signat (Required for Board Agenda/Addendur	ture/Date:	Juliettery // 14/2020

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\*78

**BOS MEETING:** 

2/4/2020

**GRANTOR:** 

Department of Justice

**GRANT NAME:** 

**SD-OCDETF REMATCH** 

MAJOR PROGRAM:

**GSD425** 

**PROGRAM CODE:** 

GSD01527

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) - Rematch 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 prohib Commissioned members will assist in joint Period: 11/15/19 - 9/30/20 Investigation / Strategic Initiative Number: Indirect costs are not allowable; see page	task force activities and investigations.  S₩ ★Z-872 SW AZT 872
What will be the benefit to Pima County?	crimes such as money laundering, tax and Increased public safety by identifying, disru	srupt major drug trafficking operations and related weapon violations, and violent crime.  upting, and dismantling the most serious drug tions and those primarily responsible for the drug
Indirect costs check one:	I will be requesting indirect costs. Inc. I have attached a request for waiver I need help-understanding indirect-costs.	of indirect costs (GMI Intranet) 1
	クリン Dat ent Director or Designee	re: <u>///21/19</u>

	GRANT COST/BENEFIT ANALYSIS  To be completed by GMI staff		
CFDA No. 16.U	LS LS		
Competitive Criteria:			
Other Factors:			
Number of Awards:	Total amount to be awarded: \$ 25,000.00		
Match Required: Y	es 🗸 No If required what is the amount/percent:		
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	Personnel must be assigned to work Full time (8 hrs. per day / 40 Hrs. per week) on OCDETF cases to be eligible for reimbursement of overtime. Reimbursement of Fringe related to overtime is prohibited. Maximum Federal Overtime reimbursement from all sources per person cannot exceed 25% of the current approved Federal Salary Rate. PCSD is responsible for ensuring this rate is not exceeded.		
Will this project require additional office/project space?  Will this project require staff time that cannot be paid for by the grant?  Will your project require any equipment items over \$5,000 per item?  Does the proposal use a fixed price contract?  Is this project subject to Human Subjects compliance?  Does this project involve subrecipients?  Is there a Statutory Funding Preference from the funding agency?  Yes  No  No  Yes  No  No  Yes  No  No			
Allowable Indirect Rate	e: N/A If Indirect is not allowed, attach documentation.		
List any other proposal or funder specific requirements:	Maximum Agreement amount is \$25,000 per entity in a single Fiscal Year and maximum Overtime reimbursement for a single investigation may not exceed \$50,000 in a single Fiscal Year without PRIOR written approval from the OCDETF executive office.		
GMI notes & recomme	ndations:		
Date: 1/6/2020 County Administrator Approval Request			
Approved: Not Approved: Subject to Further Review:YesNo			
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:			

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## ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2020 Agreement FOR THE USE OF THE STATE OR LOCAL

## 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 segments \$25,000		OCDETF Investigation / Strategic Initiative Number: SW-AZT-872 Operation
Number of Officers Listed	ı: <u>30</u>	Name: Rematch
To: September 30	Date of Agreement	Federal Agency Investigations: Number: 245C-PX-3118908
State or Local Organization Narcotics Supervisor: Lt.	`	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
E-mail Address: Ed	lward.Spinney@sheriff.pima.gov	Tucson, AZ. 85714
Sponsoring Federal Ag Federal Bureau of	· · · · ·	Sponsoring Federal Agency Group/Squad Supervisor:  Telephone Number: (520) 573-5507  E-mail Address: sfrueh@fbi.gov
financial staff perso		e-mail address, and fax number for the ganization, who is directly responsible for
Name: Bonnie Shaff	er	
Telephone Number:	(520) 351-6374	
E-mail Address:	Bonnie.Schaeffer@sheriff.pima.go	ov

Agreement (FY20), Page 1

## ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2020 Agreement Initial Funding Form

FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #:	245C-PX-3118908	Amount Requested	1: \$ 25,000.00  d on Page 1 of the Reimbursable Agreement.
L		This unions should be emeret	d on Fuge F of the Remonstrate Agreement.
	mount requested should cover your a s will be conducted to determine the r		
Agreement Activity:	(Please check all that apply)		
Surveillance	✓ Takedown ✓ T	rial/Court	Approved Other
If Other, ple	ease describe the type of investigative	e activity the State & Local Agency	will be participating in:
l			
Factors to Consider	when Determining the In	itial Agreement Amount	:
Average Officer Overtime		me hours for your active in, from the agreement start date:	Prior year agreement spending, if any:
\$ 48.21	518.00		
Please provide a	brief explanation on how the initial j	funding amount was determined, if c	other factors were considered:
of case, number of prior year spending	f federal, state and loca g. It is understood that	al resources available case activity level, as	d to case, current activity to assist with case, and well as manpower levels,
may change; there	efore, funding will be ac	ljusted accordingly.	
	rtial continuation of Riv 38 was spent by the Pi		

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.

- 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.

Approved By:	Authorized State or Local Official Title	11/18/19	
	Authorized State or Local Official Title	Date	_
	SPINNEY Print Name		
Approved By:		D. d.	
	Sponsoring Federal Agency Special Agent in Charge or Designee	Date	
	Print Name		
Approved By:			
approved 25.	Sponsoring Agency Regional OCDETF Coordinator	Date	-
Approved By:			
	Assistant United States Attorney Regional OCDETF Director	Date	_
	ncumbered for the State or Local Organization overtime contegic Initiative Programs specified above. <b>Subject to avail</b>		
Approving Offi			
	OCDETF Executive Office	Date	

### 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 / Strat	egic 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.

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

### ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

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

### ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

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<u>NAME</u>	TITLE/RANK	DOB
_1.	Deputy	
2.	Deputy	
3.	Deputy	
4.	Deputy	
5.	Deputy	
6.	Deputy	
7.	Deputy	
8.	Deputy	
9.	Deputy	
10.	Sergeant	

### 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		
	$J_{i}$ , $I_{i}$ , $a$	
Deputy County Attorney		
Deputy County Attorney	Date	