



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/17/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Drug Enforcement Administration

***Project Title/Description:**

DEA Co-operative agreement

***Purpose:**

To provide four deputies with Federal Law Enforcement Credentials, participate in asset sharing resulting from investigative seizures. There is no cost associated with this agreement; this task force agreement is for liability purposes only. The overtime cost for deputies and clerical staff referenced in this agreement is reimbursed through a separate HIDTA (High Intensity Drug Trafficking Areas) grant agreement (GTAW 20*088).

***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:**

Yes. The Sheriff's Department was working with the DEA on the wording for the IGA. Due to the length of time that the Department and County processes, the first eligible Board of Supervisors meeting is 11/17/2020.

To: CoB- 11.3.20

Ver. - 1

pgs - 5

(2)

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 21*46
Commencement Date: 10/01/2020 Termination Date: 09/30/2021 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ 0.00

***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.: _____
Commencement 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: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

*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)?**

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date: Julia Gates 10/29/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. P. D. 10/29/20
(Required for Board Agenda/Addendum Items)

This number must appear on all correspondence and documents pertaining to this contract

**HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Pima County, on behalf of the **Pima County Sheriff's Department**, ORI# AZ0100000 (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. Pima County and the PCSD are authorized to enter into this agreement pursuant to A.R.S. § 11-952.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The Tucson Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the state of Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; 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 Tucson Task Force, the PCSD agrees to detail up to three (3) experienced officer(s) and two (2) clerical support staff to the Tucson Task Force for a period of not less than two years. During this period of assignment, the PCSD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force, in collaboration with assigned PCSD supervisory personnel.
3. The PCSD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The PCSD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the Tucson Task Force, DEA will assign up to three (3) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PCSD officers assigned to the task force.

This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Task Force, the PCSD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the PCSD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **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 six (6) years after termination of this agreement, whichever is later.

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 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 part with federal money, the PCSD shall clearly state: 1) 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 program or project.

13. The PCSD understands and agrees that HIDTA will provide the Tucson Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs) - HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the PCSD personnel, in addition to whatever accident reporting requirements the Tucson Task Force may have.

14. While on duty and acting on task force business, the PCSD officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be from October 1, 2020, through September 30, 2021. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by PCSD during the term of this agreement.

16. This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated by reference.

Reaminder of page intentionally left blank

In witness whereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

For the Drug Enforcement Administration:

Cheri A. Oz, Special Agent in Charge

Date: _____

For Pima County:

**Ramon Valadez, Chairman, Pima County
Board of Supervisors**

Date: _____

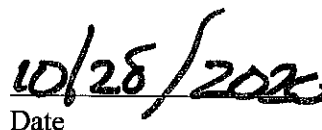
Attest:

Julie Castaneda, Clerk of the Board

Date

Pima County Sheriff's Department:


Mark Napier, Sheriff

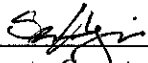

Date

Intergovernmental Agreement Determination

The foregoing Agreement between Pima County and the United States Department of Justice, Drug Enforcement Administration has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.

Pima County:

Drug Enforcement Administration:



Deputy County Attorney
