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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 8 Ordinance/Resolution# 14-093

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of November 18, 2013  
 (Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE: A RESOLUTION APPROVING AGREEMENTS BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ACCEPT FUNDING TO COVER POLICE OFFICER OVERTIME EXPENSES AS RELATED TO THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENTS AND TO APPROVE A BUDGET ADJUSTMENT TO THE FY 2014 APPROVED BUDGET.**

**PURPOSE(S) OF ACTION:**

Accept grant funding.

<b>COUNCIL DISTRICT:</b> All		
<b><u>Drafter/Staff Contact:</u></b> S. Nicole Williams	<b><u>Department/Section:</u></b> Financial Services / Grants Administration	<b><u>Phone:</u></b> 541-2716
<b><u>City Manager Signature:</u></b> 		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The Federal Bureau of Investigation (FBI) has requested that the City, on behalf of its Police Department, enter into two reimbursement agreements to provide funding to the City to cover overtime salary expenses associated with specific operations conducted in accordance with the Federal Organized Crime Drug Enforcement Task Forces (OCDETF) Program.

Each agreement is specific to operations conducted in a definite time frame: 1) from September 19, 2013 to September 30, 2013; and 2) from October 1, 2013 to September 30, 2014. The maximum allowable reimbursement per agreement is \$25,000.00, unless otherwise approved by an FBI waiver.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", OCDETF Agreement dated September 19, 2013 to September 30, 2013.
3. Exhibit "B", OCDETF Agreement dated October 1, 2013 to September 30, 2014.

(Continue on additional sheets as required)

4. Exhibit "C", Budget Adjustment.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2400</u> in the amount of <u>\$50,000.00</u> for <u>FY14</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funds will be budgeted in Fund: 2400, Police Fund in the amount of \$50,000.00 under project code 37515. Billing for reimbursement will occur after approved operations are conducted and actual figures based on payroll reports are generated.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Police Fund	24147460-610210-37515	\$50,000.00	\$50,000.00*	\$0.00	N/A

\*Upon approved budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the City to accept the grant funds, will ratify the City Manager's signature on the reimbursement agreements and will approve the budget adjustment.
2. Vote "No"; this will reject the grant award and could negatively affect future grant awards from the FBI.
3. Vote to "Amend"; this is not an option as grant funding is specific to approved initiatives as stipulated under the accepted grant proposal.
4. Vote to "Table"; this is not an option as the grant award is constrained by a specific period of performance.

(Continue on additional sheets as required)

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 14-093**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ACCEPT FUNDING TO COVER POLICE OFFICER OVERTIME EXPENSES AS RELATED TO THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENTS AND TO APPROVE A BUDGET ADJUSTMENT TO THE FY 2014 APPROVED BUDGET.**

The City Council is informed that:

**WHEREAS**, the Federal Bureau of Investigation (FBI) has requested that the City, on behalf of its Police Department, enter into two reimbursement agreements; and

**WHEREAS**, the agreements provide grant funding to cover overtime expenses as related to police officer participation in operations conducted under the Federal Organized Crime Drug Enforcement Task Forces Program; and

**WHEREAS**, the maximum allowable reimbursement per agreement is \$25,000.00, unless otherwise approved by an FBI waiver; a total reimbursement amount of \$50,000.00 for the specified time frame(s).

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the City of Las Cruces is approved to enter into agreement with the Federal Bureau of Investigation to provide police officer overtime salary reimbursement as approved under the Federal Organized Crime Drug Enforcement Task Forces Program.

**(II)**

**THAT** the City Manager's signature on the reimbursement agreements is ratified; Exhibit "A" and Exhibit "B"; attached hereto and made part of this resolution.

(III)

THAT the FY 2014 budget is adjusted as prescribed in the Budget Adjustment, Exhibit "C", attached hereto and made part of this resolution.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

- Mayor Miyagishima: \_\_\_\_\_
- Councillor Silva: \_\_\_\_\_
- Councillor Smith: \_\_\_\_\_
- Councillor Pedroza: \_\_\_\_\_
- Councillor Small: \_\_\_\_\_
- Councillor Sorg: \_\_\_\_\_
- Councillor Levatino: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

Federal Tax Identification #: 85-6000147 DC#: \_\_\_\_\_

Amount Requested:  
\$ 10000

Number of Officers Listed: 7

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From: September 19, 2013  
Beginning Date of Agreement

To: September 30, 2013  
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative  
 Number: \_\_\_\_\_

Federal Agency Investigation  
 Number: 281D-AQ-62462-EAST

State or Local Agency Name and Address:

Las Cruces Police Department  
217 E Picacho  
Las Cruces, NM 88001

State or Local Agency  
 Narcotics Supervisor: Kevin Renn

Telephone Number: 575-202-7262

E-mail Address: krenn@Las-Cruces.org

Fax # (if applicable): \_\_\_\_\_

Sponsoring Federal Agency  
 Group/Squad Supervisor: Jonathan Tapp

Telephone Number: 575-526-2351

E-mail Address: Jonathan.Tapp@ic.fbi.gov

Sponsoring Federal Agency(ies):  
Federal Bureau of Investigation

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Lori Nunley

Telephone Number: 575-528-4000

E-mail Address: lnunley@Las-Cruces.org

Fax # (if applicable): \_\_\_\_\_

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.
2. No individual Agreement with a State or Local department 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 Coordinator 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 Coordinator 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 Agency indicates that it is no longer performing work under a particular Agreement, the State and 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 and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.
6. The State or Local Law Enforcement Agency 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.
7. 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.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. 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.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must 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 Agency 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 Agency for a limited amount of those overtime costs.] The Agency 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.
12. It is the responsibility of the State & Local Agency 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 & Local official.
13. 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 Agency affected by any such modification will receive a memo notifying them of the changes.
14. 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 Agency 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.

15. 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.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency 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.
18. The State or Local Agency 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 Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency 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.
20. 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.
21. 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 Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. 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 Coordinator or designee must initial all funding changes.

23. 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 Agencies 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.

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 Agency. 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.

**APPROVED AS TO FORM:**  
CITY ATTORNEY  
*[Signature]*

**MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5<sup>th</sup>) BUSINESS DAY OF THE CURRENT MONTH.**

Approved By:	<i>[Signature]</i>	City Manager	10-3-13
	<i>Authorized State or Local Official</i>	Title	Date
Approved By:	<i>[Signature]</i>		10/03/2013
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>		Date
Approved By:			
	<i>Sponsoring Agency Regional OCDETF Coordinator</i>		Date
Approved By:			
	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>		Date

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

Funds Certified:	_____	Date
	<i>OCDETF Executive Office</i>	
Approving Official:	_____	Date
	<i>OCDETF Executive Office</i>	

**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 Agency: Las Cruces Police Department

OCDETF Investigation / Strategic Initiative Number: \_\_\_\_\_

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. Horacio Rivera	Officer	
2. Samuel Austin	Officer	
3. Jaime Quezada	Detective	
4. Joaquin Legaretta	Officer	
5. Ronnie Navaretta	Seargent	
6. Mark Dominguez	Officer	
7. Daniel Lopez	Officer	
8.		
9.		
10.		

## Addendum A

Definition of "Full-Time Participation" Exemption

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Any Other Exceptions or Justifications

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**Addendum B****MID-ATLANTIC REGION OVERTIME POLICY**

For the purpose of reimbursing OCDETF overtime claims, to comply with the requirement that the officer/agent work full time, the officer/agent can begin to collect overtime by meeting the following requirements:

1. **The officer/agent must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s) before claiming any overtime for that week, or for that day.**

If there is something about the OCDETF investigation, circumstances regarding the size or some other aspect of the specific law enforcement agency, or details of the overtime being requested that justify an officer/agent not being able to meet these requirements, those reasons must be submitted in writing on Addendum A of this agreement in order to be pre-approved to collect overtime pursuant to requirement #2.

2. **The officer/agent must work four (4) hours regular time in a given day toward an OCDETF investigation (and four (4) hours on an unrelated matter) before claiming any overtime for that day.**

If there is something about the OCDETF investigation, circumstances regarding the size or some other aspect of the specific law enforcement agency, or details of the overtime being requested that justify an officer/agent not being able to meet this requirement (#2), those reasons must be submitted in writing on Addendum A of this agreement in order to be pre-approved to collect overtime pursuant to requirement #3. **This four (4) hour exception is to be reserved for smaller/rural State/Local Departments who do not have adequate manpower to devote officers/agents to the OCDETF investigation for eight (8) hours per day or forty (40) hours per week.**

3. **When effective management of dedicated resources cannot handle a particular enforcement action, such as unexpected surveillance or when reaction to unforeseen circumstances requires additional non-federal resources and the investigation would suffer without those resources; overtime reimbursement may be claimed without the officer/agent having worked the required regular hours, provided that the officer/agent is diverted from normal shift work at the request of a Federal Agency supervisor. Reimbursement under such unforeseen circumstances, that is, when the enforcement action is complete; no additional overtime will be reimbursed without compliance with 1 or 2 above. Under NO circumstance will more than sixteen (16) hours of overtime per officer/agent, per Fiscal Year be reimbursed under this provision.**

4. **State/Local department's Enhancement Request in excess of \$100,000, per OCDETF Investigation, will NOT be considered by the Mid-Atlantic Regional Coordination Group (RCG); nor will they be forwarded to the OCDETF Executive Office Director/Budget Officer for consideration.**

Under **NO** circumstance will a State/Local department's Enhancement Request be approved by the Mid-Atlantic RCG to exceed \$100,000 in funding per Fiscal Year. Any Enhancement Request by a single State/Local department to exceed the established Agreement Cap of \$25,000 **MUST** be approved by the Mid-Atlantic RCG and the OCDETF Executive Office **PRIOR** to the overtime being worked.

5. **Reimbursement Requests MUST be submitted to the sponsoring agency Regional Coordinator within thirty (30) days after the month in which the overtime was worked. Incomplete forms will be returned to the State/Local department, as will requests submitted on prior year forms. These will not be accepted.**

The Mid-Atlantic RCG is no longer requiring the signatures of the State/Local Official or the Federal Agency Supervisor on the OCDETF State/Local Officer's Daily Log (Page 3 of the Reimbursement Request). The only signature still required on this log is that of the officer/agent for which reimbursement is being requested. These signatures remain required, however, on Page 1.

In the event that regular hours are worked, yet no overtime hours, Reimbursement Requests should be submitted for \$0.00; insuring that we capture the number of regular hours worked, even when overtime is not.

Revised Aug/2011

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (State & Local Agency name and address must match Agreement cover sheet)

Name: City of Las Cruces	
Address: P.O. Box 20000	
Taxpayer ID Number: 85-6000147	
Contact Person Name: Robert Scaling, Treasurer	Telephone Number: 575-541-2035

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Wells Fargo Bank, NA
Nine-Digit ABA Routing Transit Number: 107002192
Depositor Account Number: 4121948350
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

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

Federal Tax Identification #: 85-6000147 DC#: N-32-  
 CFDA #: 16.111

Amount Requested:  <p style="text-align: center;"><u>\$ \$70,000.00</u></p>
Number of Officers Listed: <u>7</u>
From: <u>October 1, 2013</u> <small style="text-align: center;">Beginning Date of Agreement</small>
To: <u>September 30, 2014</u> <small style="text-align: center;">Ending Date of Agreement</small>

OCDETF Investigation / Strategic Initiative Number: <u>SW-NM-0291</u>
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Federal Agency Investigation Number: <u>245D-AQ-3056123</u>
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State or Local Agency Name and Address:  <u>Las Cruces Police Department</u> <u>217 E. Picacho Ave.</u> <u>Las Cruces, NM 88004</u>
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State or Local Agency Narcotics Supervisor: <u>Kevin Renn</u>
Telephone Number: <u>575-202-7262</u>
E-mail Address: <u>Krenn@Las-Cruces.org</u>
Fax # (if applicable): _____

Sponsoring Federal Agency Group/Squad Supervisor: <u>SSA Jonathan Tapp</u>
Telephone Number: <u>575-526-2351</u>
E-mail Address: <u>Jonathan.Tapp@ic.fbi.gov</u>

Sponsoring Federal Agency(ies): <u>Federal Bureau of Investigation</u>
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Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Laurie Nunley

Telephone Number: 575-528-4835

E-mail Address: lpadilla-nunley@Las-Cruces.org

Fax # (if applicable): \_\_\_\_\_

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2014.
2. No individual Agreement with a State or Local department 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 Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
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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 Agency indicates that it is no longer performing work under a particular Agreement, the State and 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 and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency 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.
7. 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.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. 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.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. 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" requirement, 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 Agency 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 Agency for a limited amount of those overtime costs.] The Agency 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.
12. It is the responsibility of the State & Local Agency 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 & Local official.
13. 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 Agency affected by any such modification will receive a memo notifying them of the changes.
14. 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 Agency 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.

15. 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.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency 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.
18. The State or Local Agency 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 Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency 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.
20. 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.
21. 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 Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. 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 Coordinator or designee must initial all funding changes.

23. 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 Agencies 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.

APPROVED AS TO FORM:  
CITY ATTORNEY

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 Agency. 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 Agency 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: [Signature] City Manager 10-3-13  
*Authorized State or Local Official Title Date*

Approved By: [Signature] 10/07/2013  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Coordinator Date*

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

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office Date*

Approving Official: \_\_\_\_\_  
*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 Agency: Las Cruces Police Department

OCDETF Investigation / Strategic Initiative Number: SW-NM-0291

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.	Jaime Quezada	Detective	11/23/1971
2.	Mark Dominguez	Officer	06/21/1976
3.	Daniel Lopez	Officer	06/17/1981
4.	Joaquin Leggaretta	Officer	03/15/1980
5.	Ronnie Navarrete	Sergeant	08/31/1959
6.	Horacio Rivera	Officer	01/16/1978
7.	Samuel Austin	Officer	03/22/1989
8.			
9.			
10.			

## **Addendum A**

### Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group includes in the definition of "full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. Some regular hours must be worked before overtime will be reimbursed.

Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use. If special circumstances are not approved in advance, the exception may not be granted

### Any Other Exceptions or Justifications

## **Addendum B**

Identification of Additional Policy Requirements

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (State & Local Agency name and address must match Agreement cover sheet)

Name: City of Las Cruces	
Address: P.O. Box 20000	
Taxpayer ID Number: 85-6000147	
Contact Person Name: Robert Scaling, Treasurer	Telephone Number: 575-541-2035

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Wells Fargo Bank, NA
Nine-Digit ABA Routing Transit Number: 107002192
Depositor Account Number: 4121948350
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

CITY OF LAS CRUCES  
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Police Fund 2400	Police		Special Revenue Funds	
	2012-13 Prelim. Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>Revenues</b>				
Federal Grants	243.912	449.909	50.000	499.909
State Grants	3.008	0		0
Operating Transfers In	0	0		0
<b>Total Revenues</b>	246.920	449.909	50.000	499.909
<b>TOTAL RESOURCES</b>	\$ 246.920	449.909	50.000	499.909
<b>Expenditures</b>				
Las Cruces Police Department				
37015 - Substance Abuse And Mental Health	3.326	13.591		13.591
37020 - Pedestrian Safety Enforcmt Blitzes	3.008	0		0
37302 - FY11 Project Safe Neighborhood	0	8.279		8.279
37303 - 11-PSN-LCPD-SFY12	0	8.000		8.000
37309 - After School Program	84.542	30.389		30.389
37310 - Federal Bureau Of Investigations	26.349	78.704		78.704
37311 - Domestic Highway Enforcement	0	3.102		3.102
37312 - Homeland Security ICE	0	0		0
37315 - NM Homeland Security Thru DASO	91.433	199.406		199.406
37316 - NM Homeland Security Thru DASO	24.889	15.111		15.111
37320 - US Marshals	13.373	7.315		7.315
37514 - FBI Safe Streets Violent Gang Task Force	0	86.012		86.012
37515 - FBI OCDETF FY14	0	0	50.000	50.000
Operating Transfers Out	0	0		0
<b>Total Expenditures</b>	\$ 246.920	449.909	50.000	499.909
Accrual Adjustments	0	0	0	0
<b>ENDING BALANCE</b>	\$ 0	0	0	0