

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 9Ordinance/Resolution# 16-019For Meeting of _____
(Ordinance First Reading Date)For Meeting of August 03, 2015
(Adoption Date)

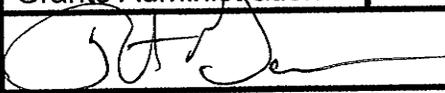
Please check box that applies to this item:

 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 2016 APPROVED BUDGET.

PURPOSE(S) OF ACTION:

Accept grant funding.

COUNCIL DISTRICT: All		
<u>Drafter/Staff Contact:</u> Michelle K. Belone	<u>Department/Section:</u> Financial Services / Grants Administration	<u>Phone:</u> 541-2716
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Federal Bureau of Investigation (FBI) has requested that the City of Las Cruces, on behalf of its Police Department, enter into agreement 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.

The agreement is specific to operations conducted in a definite time frame from June 01, 2015 to September 30, 2015. 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 June 1, 2015 to September 30, 2015.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted?	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.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: 2400 in the amount of \$10,000.00 for FY16.
	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 \$10,000.00 under project code 37516. 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	24147460-610210-37516	\$10,000.00	\$10,000.00*	\$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.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 16-019

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 2016 APPROVED BUDGET.

The City Council is informed that:

WHEREAS, the Federal Bureau of Investigation (FBI) has requested that the City of Las Cruces, on behalf of its Police department, enter into agreement; 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"; attached hereto and made part of this resolution.

(III)

THAT the FY 2016 budget is adjusted as prescribed in the Budget Adjustment, Exhibit "B", 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)

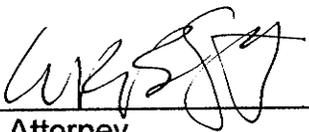
Moved by: _____

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#: P-32-
CFDA #: 16.111

<p>Amount Requested: <u>\$ 10,000.00</u></p> <p>Number of Officers Listed: <u>\$ 2</u></p>	<p>OCDETF Investigation / Strategic Initiative Number: <u>SW-NML-314</u></p> <p>Federal Agency Investigation Number: <u>245D-AQ-6636207</u></p>
<p>From: <u>June 1, 2015</u> <small>Beginning Date of Agreement</small></p> <p>To: <u>September 30, 2015</u> <small>Ending Date of Agreement</small></p>	<p>State or Local Agency Name and Address: <u>Las Cruces Police Department</u> <u>217 E Picacho</u> <u>Las Cruces, NM 88001</u></p>
<p>State or Local Agency Narcotics Supervisor: <u>Sergeant Jeremy Story</u></p> <p>Telephone Number: <u>(575) 635-9054</u></p> <p>E-mail Address: <u>jstory@las-cruces.org</u></p> <p>Fax # (if applicable): _____</p>	<p>Sponsoring Federal Agency Group/Squad Supervisor: <u>SSA Shannon Enochs</u></p> <p>Telephone Number: <u>(575) 526-2351</u></p> <p>E-mail Address: <u>shannon.enochs@ic.fbi.gov</u></p>
<p>Sponsoring Federal Agency(ies): <u>Federal Bureau of Investigation, Albuquerque Division, Las Cruces Resident Agency</u></p>	

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 billing on the Reimbursement Request:

Name: Laurie Padilla-Nunley

Telephone Number: (575) 528-4135

E-mail Address: lpadilla-nunley@las-cruces.org

Fax # (if applicable): (575) 528-4136

Agreement(FY15), Page 1

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.

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 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.
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 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 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.

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 Director 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.

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 6-19-15
Authorized State or Local Official Title Date

Approved By: [Signature] 24 June 2015
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: [Signature] 6/30/15
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director 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

APPROVED AS TO FORM:
[Signature]
City Attorney

**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-NML-314

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. Samuel Austin	Police Officer	03/22/1989
2. Horacio Rivera	Police Officer	01/16/1978
3.		
4.		
5.		
6.		
7.		
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

Any other exemptions/exceptions must be pre-approved by Regional Agency Coordinator.

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: 700 N. Main	
Las Cruces, NM 88001	
Taxpayer ID Number: 85-8000147	
Contact Person Name: Tom C. Striping	Telephone Number: (575) 541-2041 Ext:

FINANCIAL INSTITUTION INFORMATION

Bank Name:	Wells Fargo N.A.
Nine-Digit ABA Routing Transit Number:	121000248
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.

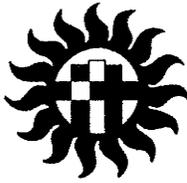
If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

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

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

CITY OF LAS CRUCES
Fund Summary

FUND	DIVISION		FUND TYPE	
Police Fund 2400	Police		Special Revenue Funds	
	2014-15 Prelim Actual	2015-16 Adopted Adjustment		2015-16 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
Revenues				
Federal Grants	124,367	55,303	10,000	65,303
State Grants	0	0		0
Operating Transfers In	0	0		0
Total Revenues	<u>124,367</u>	<u>55,303</u>	<u>10,000</u>	<u>65,303</u>
TOTAL RESOURCES	<u>\$ 124,367</u>	<u>55,303</u>	<u>10,000</u>	<u>65,303</u>
Expenditures				
Las Cruces Police Department				
37015 - SUBSTANCE ABUSE AND MENTAL HEALTH	0	0		0
37309 - AFTER SCHOOL PROGRAM	0	0		0
37310 - FEDERAL BUREAU OF INVESTIGATIONS	0	0		0
37312 - HOMELAND SECURITY ICE	8,541	6,000		6,000
37314 - DOMESTIC HIGHWAY ENFORCEMENT FY11	0	0		0
37317 - NM HOMELAND SECURITY THRU DASO 14	33,453	0		0
37318 - NMHOMELAND SECURITY THRU DASO FFY13	53,934	9,303		9,303
37320 - US MARSHALS	7,405	15,000		15,000
37514 - FBI TASK FORCE FY14	21,034	25,000		25,000
37515 - FBI OCDEFY14	0	0		0
37516 - FBI TASK FORCE FY 16	0	0	10,000	10,000
Operating Transfers Out	0	0		0
Total Expenditures	<u>\$ 124,367</u>	<u>55,303</u>	<u>10,000</u>	<u>65,303</u>
Accrual Adjustments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
ENDING BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>



City of Las Cruces®

PEOPLE HELPING PEOPLE



COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of August 03, 2015
 (Adoption Date)

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 2016 APPROVED BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Michelle K. Belone		541-2716	7/15/15
Police Department Chief Jaime Montoya		541-4736	7/16/15
Finance Department Victoria Fredrick		541-2080	7/15/15
Management & Budget Manager Robert Lundien		541-2106	7/17/15
Assistant City Manager /CAO Mark Winson		541-2100	7/17/15
Assistant City Manager/COO Daniel Avila		541-2100	7/17/15
City Attorney Wm. "Rusty" Babington		541-2128	21 July 2015
Interim City Clerk Linda Lewis		541-2116	7-24-15