



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 26Ordinance/Resolution# 17-066For Meeting of _____
(Ordinance First Reading Date)For Meeting of October 3, 2016
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION FOR THE CITY OF LAS CRUCES (CITY) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF NEW MEXICO REGARDING THE ASSIGNMENT OF CITY EMPLOYEES TO WORK IN THE UNITED STATES ATTORNEY'S OFFICE.

PURPOSE(S) OF ACTION:

Assignment of City employees to work in the United States Attorney's Office.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Sandra Russell	<u>Department/Section:</u> Police/HIDTA	<u>Phone:</u> (575) 541-7503
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City is the fiduciary for the Southwest Border High Intensity Drug Trafficking Area (HIDTA) grant funds for the New Mexico Region and the Operation "Up the Ladder" Initiative. This Initiative funding allocates monies for six (6) full-time equivalent (FTE) City employees to be assigned to the United States Attorney's Office (USAO) to support federal narcotics prosecutions in the HIDTA designated counties of New Mexico, including Doña Ana County. The City will administer the HIDTA grant to pay the expenses it incurs by hiring the employees from federal FY2015 and continuing thereafter until cancelled by either party with appropriate notice. The City is accountable for the use of HIDTA program funds and must comply with all applicable federal statutes and regulations governing federal grants. The use of those funds is subject to the City's policies and procedures pertaining to property management, employment, procurement, and financial management.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Understanding between United States Attorney's Office and City of Las Cruces.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted? N/A			
	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
<input 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 <u>(# and Fund Name)</u> Fund.	
Does this action create any revenue? N/A			
	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: <u>(Fund #)</u> in the amount of \$ _____ for FY__.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

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FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow a MOU to be executed between the US Attorney's office and the City to allow City employees to be assigned to the United States Attorney's office and be funded by the HIDTA program.
2. Vote "No"; this MOU will not be executed between the US Attorney's office and the City to allow City employees to be assigned to the United States Attorney's office and be funded by the HIDTA program.
3. Vote to "Amend"; this is not an option.
4. Vote to "Table"; this is not an option.

REFERENCE INFORMATION:

N/A



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 October 3, 2016
 (Adoption Date)

TITLE:

A RESOLUTION FOR THE CITY OF LAS CRUCES (CITY) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF NEW MEXICO REGARDING THE ASSIGNMENT OF CITY EMPLOYEES TO WORK IN THE UNITED STATES ATTORNEY'S OFFICE.

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact: Sandra Russell/HIDTA-Police		541-7503	
Department Director: Chief Jaime R Montoya		529-4290	9/22/16
Other			
Assistant City Manager /CAO Management & Budget Manager		541-2042 541-2025	9/22/16 9/23/16
Assistant City Manager/COO			9/23/16
City Attorney		EXT 2128	26 Sept 2016
City Clerk		X2115	9-26-16

RESOLUTION NO. 17-066

A RESOLUTION FOR THE CITY OF LAS CRUCES (CITY) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF NEW MEXICO REGARDING THE ASSIGNMENT OF CITY EMPLOYEES TO WORK IN THE UNITED STATES ATTORNEY'S OFFICE.

The City Council is informed that:

WHEREAS, on March 16, 2016, the City of Las Cruces (City) was informed that Executive Office of the President, Office of National Drug Control Policy awarded a federal grant to the High Intensity Drug Trafficking Areas (HIDTA) under grant number G16SN0006A, in the amount of \$1,590,104.00; and

WHEREAS, the grant funds are expressly used to support the Regional Interagency Drug Task Force and the Warren Reese Southern New Mexico High Intensity Drug Trafficking Area Law Enforcement Center; and

WHEREAS, the City acts as fiscal agent for the HIDTA Program; and

WHEREAS, the City is fiduciary for the Southwest Border High Intensity Drug Trafficking Area and the Operation "Up the Ladder" initiative; and

WHEREAS, the grant funds are allocated for six (6) full-time equivalent (FTE) City employees, from FY2015 and continuing thereafter until cancelled by either party with appropriate notice.

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

(I)

THAT the City approves the memorandum of understanding with the United States Attorney's office for the District of New Mexico regarding the assignment of City employees to work in the United States Attorney's office.

(II)

THAT the City Manager's signature is hereby ratified on the MOU, attached hereto as Exhibit "A", and made party of this resolution.

(III)

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)

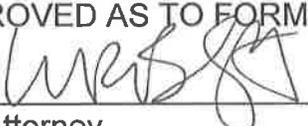
VOTE:

Mayor Miyagishima:	_____
Councillor Gandara:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Eakman:	_____
Councillor Sorg:	_____
Councillor Levatino:	_____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

MEMORANDUM OF UNDERSTANDING
Between
THE UNITED STATES ATTORNEY'S OFFICE
FOR THE DISTRICT OF NEW MEXICO
and the CITY OF LAS CRUCES
Regarding
THE ASSIGNMENT OF CITY OF LAS CRUCES EMPLOYEES
TO WORK IN THE
UNITED STATES ATTORNEY'S OFFICE

This agreement is made between the United States Attorney's Office (USAO) for the District of New Mexico and the City of Las Cruces.

1. This MOU sets forth basic principles for the City of Las Cruces using money from the High Intensity Drug Trafficking Area (HIDTA) program to hire personnel (Employees) which will be assigned to work at the USAO in New Mexico and delineates the agreement of the parties with respect to the hiring of those Employees and the administration of the grant funds. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise, by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.
2. The purpose of the City of Las Cruces hiring employees using the HIDTA grant funds and assigning the Employees to the USAO is to support the HIDTA funded "Up the Ladder" initiative and to support federal narcotics prosecutions in the HIDTA designated counties of New Mexico, including Dona Ana County.
3. The City of Las Cruces will administer the HIDTA grant to pay the expenses it incurs by hiring the Employees from federal fiscal year 2015 and continuing thereafter until cancelled by either party with appropriate notice. The City of Las Cruces will use the HIDTA grant money to hire the Employees, issue contracts, manage property, and expend HIDTA program funds as necessary to carry out the grant activities approved by the HIDTA Executive Board. The City of Las Cruces is accountable for the use of HIDTA program funds and must comply with all applicable Federal statutes and regulations governing Federal grants. The use of those funds is subject to the City of Las Cruces' policies and procedures pertaining to property management, employment, procurement, and financial management.
4. The Employees will be employees of the City of Las Cruces, not the USAO, and the City of Las Cruces' employment and contracting rules and regulations apply to the positions held by the Employees. The City of Las Cruces will be responsible for the hiring and termination of the Employees and all such activities will be done in conformity with the City of Las Cruces' rules and regulations regarding such activities.

5. In addition to remaining subject to the City of Las Cruces standards, policies, and procedures, the Employees, for the duration of their assignment to the USAO, shall also be subject to the USAO's and the Department of Justice's standards of conduct, policies, and procedures, including the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. § 2635, et seq.; Supplemental Standards of Ethical Conduct for Employees of the Department of Justice, 5 C.F.R. § 3801.101, et seq.; Federal conflict of interest laws, 18 U.S.C. §§ 207, 208, and 209; laws restricting the disclosure of certain confidential governmental information, 18 U.S.C. § 1905; and the Freedom of Information and Privacy Acts, 5 U.S.C. § 552 and § 522a; and political activity restrictions, 5 U.S.C. § 7321, et seq.
6. The Employees will be assigned to work at the USAO either in Albuquerque or Las Cruces, New Mexico.
7. The HIDTA Executive Office will use the HIDTA grant money to reimburse the City of Las Cruces for any expenses that it incurs because of the City's administration of the HIDTA grant to hire and maintain the Employees.
8. The USAO will be responsible for all expenses incurred by the Employees in the course of his/her assigned duties at the USAO. The Employees will obtain prior approval for all expenses incurred, consistent with the policies of the USAO and the HIDTA program.
9. The Employees assigned to the USAO shall be considered "on detail" to the USAO from the City of Las Cruces. "Any state or local government employee who is given an appointment in a Federal agency for the period of assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated, for the purpose of subchapter 1 of chapter 81 of this title, as though he were an employee as defined by section 8101 of this title who had sustained the injury in the performance of duty." 5 U.S.C. 3374(d). Therefore, the Employees assigned to work in the USAO pursuant to this MOU will be eligible for the worker's compensation benefits administered by the Federal government for Federal employees.
10. The Employees, while acting within the scope of their assigned duties at the USAO are covered by the Federal Tort Claims Act, 5 U.S.C. § 3374(c)(2). Consequently, any tort liability resulting from actions within the scope of their assigned duties at the USAO will be defended by the U.S. Attorney's Office and the Department of Justice. As with regular Federal employees, if they are found to be acting outside the scope of their assigned duties at the USAO, they would be personally liable.
11. This agreement may be modified at any time by written consent of both agencies. Modifications to this MOU must be reduced to writing and signed by an authorized representative of the United

States Attorney's Office and the City of Las Cruces.

- 12. The terms of this agreement shall be in effect from the date it is signed by the parties.
- 13. This MOU may be terminated by either party at any time with or without cause by either party by giving the other party ninety (90) days written notice.

Damon P. Martinez
United States Attorney
District of New Mexico

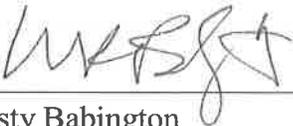
Date: _____

David Dollahon
City Manager
City of Las Cruces

Date: _____

Jaime Montoya
Chief of Police
City of Las Cruces

Date: _____



Rusty Babington
City Attorney
City of Las Cruces

Date: 22 Sept 2016