



WASHOE COUNTY

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DA KM
Risk Mgt. NA
HR NA
Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: November 29, 2016

DATE: October 20, 2016
TO: Board of County Commissioners
FROM: Pat Lee, Captain, Special Operations Division
(775) 321-4912, plee@washoecounty.us

THROUGH: Chuck Allen, Sheriff *3-1-2016*

SUBJECT: Recommendation to approve acceptance of reimbursement costs [up to \$30,000.00, no match required] for overtime and other expenses incurred by deputies assigned to work with the U.S. Immigration and Customs Enforcement Homeland Security Investigations (ICE-HSI) Regional Gang Unit. Funds are available retroactively for the period of 09/01/2016 – 09/01/2017. If approved, direct the Comptroller's Office to make the necessary budget amendments and authorize the Sheriff to execute the Agreement Between Federal Law Enforcement Agency Participating in the Treasury Forfeiture Fund and State or Local Law Enforcement Agency for the Reimbursement of Expenses in Joint Operations. (All Commission Districts).

SUMMARY

The ICE-HSI has approved for the Washoe County Sheriff's Office to be reimbursed for overtime and other expenses incurred by our agency by deputies assigned to work cases with the ICE-HSI Regional Gang Unit (RGU) on activities that are directly associated with the RGU. This amount is not to exceed \$15,000.00 per person for this 12 month period. Item was submitted to the first available BCC meeting once received.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

Prior ICE-HSI Regional Gang Unit award was approved by the Board on September 22, 2015.

BACKGROUND

The Washoe County Sheriff's Office strives to establish collaborations with various local, state, and federal agencies. The ICE-HSI recognizes the cooperation received from our agency and has authorized reimbursement for the overtime and other costs incurred by deputies assigned to the RGU while working on cases associated with ICE-HSI.

AGENDA ITEM # 6.5.2.

GRANT AWARD SUMMARY

Project/Program Name: U.S. Immigration and Customs Enforcement Homeland Security Investigations Regional Gang Unit Operations

Scope of the Project: Various law enforcement activities associated with the ICE-HSI RGU

Benefit to Washoe County Residents: Reimbursement of overtime costs and other expenses associated with the Regional Gang Unit activities.

On-Going Program Support: N/A

Award Amount: Overtime reimbursement not to exceed \$30,000.00 (\$15,000.00 per person)

Grant Period: 9/1/16-9/1/17

Funding Source: ICE general budget

Pass through From: U.S. Immigration and Customs Enforcement

CFDA Number: N/A

Grant ID Number: none

Match Amount and Type: none

Sub-Awards and Contracts: N/A

FISCAL IMPACT

Should the board accept this reimbursement award and approve these amendments, the FY17 adopted budget will be increased by \$30,000.00 in both revenues and expenditures in the following accounts. No match required.

Increase Revenues

TBD– 485129 – (US Immigration and Customs Enforcement, Homeland Security Investigations Regional Gang Unit)	\$30,000.00
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Increase Expenditures:

TBD – 701300 – (US Immigration and Customs Enforcement, Homeland Security Investigations Regional Gang Unit)	\$30,000.00
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- No Match requirement
- Reimbursement
 - Upfront cash from General funds
- Sponsor does not allow for indirect costs

RECOMMENDATION

It is recommended that the Board of County Commissioners approve acceptance of reimbursement costs [up to \$30,000.00, no match required] for overtime and other expenses incurred by deputies assigned to work with the U.S. Immigration and Customs Enforcement Homeland Security Investigations (ICE-HSI) Regional Gang Unit. Funds are available retroactively for the period of 09/01/2016 – 09/01/2017. If approved, direct the Comptroller's Office to make the necessary budget amendments and authorize the Sheriff to execute the Agreement Between Federal Law Enforcement Agency Participating in the Treasury Forfeiture Fund and State or Local Law Enforcement Agency for the Reimbursement of Expenses in Joint Operations.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve acceptance of reimbursement costs [up to \$30,000.00, no match required] for overtime and other expenses incurred by deputies assigned to work with the U.S. Immigration and Customs Enforcement Homeland Security Investigations (ICE-HSI) Regional Gang Unit. Funds are available retroactively for the period of 09/01/2016 – 09/01/2017. If approved, direct the Comptroller's Office to make the necessary budget amendments and authorize the Sheriff to execute the Agreement Between Federal Law Enforcement Agency Participating in the Treasury Forfeiture Fund and State or Local Law Enforcement Agency for the Reimbursement of Expenses in Joint Operations.

AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY PARTICIPATING IN THE TREASURY FORFEITURE FUND AND STATE OR LOCAL LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS

This agreement is entered into by the Washoe County Sheriff's Office (hereinafter referred to as "State/Local LEA") and the U.S. Immigration and Customs Enforcement, Homeland Security Investigations (ICE-HSI), a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations. TFF Agency and State/Local LEA are jointly referred to hereinafter as "the Parties."

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: [Regional Gang Unit].

The projected dates of operation are: [09/01/15] to [09/01/16], and the agreement will renew automatically for further operations until as stated in Section 1 that either the TFF Agency or the State/Local LEA explicitly terminates the agreement.

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:
 - a. Name;
 - b. Title, grade, or rank;
 - c. Badge or ID number; and
 - d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:
 - a. Name;
 - b. Title;
 - c. Telephone number; and
 - d. Email address.
3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"),

along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.
5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.
6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: Jeannie Lee, State/Local Coordinator, Homeland Security Investigations, 630 Sansome Street, 9th Floor, San Francisco, CA 94111, Contact Phone Number: 415-844-5081, Contact Email Address: jeannie.lee@ice.dhs.gov.
7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.
8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at \$15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed. These audits may include reviews of any and all

records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

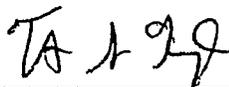
The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.



Chuck Allen
Sheriff
Washoe County Sheriff's Office
Reno, NV



Tatum King
Acting Special Agent in Charge
Homeland Security Investigations
U.S. Immigration and Customs Enforcement
San Francisco, CA

Date: 8/17/15

Date: AUG 24 2015