

Item # 9-2A

**City of Carson City  
Agenda Report**

**Date Submitted:** 05/26/09      **Agenda Date Requested:** 06/04/09  
**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Carson City Sheriff's Office

**Subject Title:** Action to adopt a Memo of Understanding between Immigration and Customs Enforcement and the Carson City Sheriff's Office for the reimbursement of joint operations expenses from the Treasury Forfeiture Fund.

**Staff Summary:** This agreement is for the purpose of the reimbursement of costs incurred by the Carson City Sheriff's Office in providing resources to Immigration and Customs Enforcement relative to joint operations/task forces. The Carson City Sheriff's Office may assign officers to assist Immigration and Customs Enforcement in any investigation or joint operation, and will be reimbursed for expenditures related to this assignment. Reimbursement will be made by Electronic Funds Transfer. The term of the agreement will be from date of signing and will continue in force unless written notification of termination is given by either party.

**Type of Action Requested:** (check one)  
 Resolution       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to adopt a Memo of Understanding between Immigration and Customs Enforcement and the Carson City Sheriff's Office for the reimbursement of joint operations expenses from the Treasury Forfeiture Fund.

**Explanation for Recommended Board Action:** This agreement is for the purpose of the reimbursement of costs incurred by the Carson City Sheriff's Office in providing resources to Immigration and Customs Enforcement relative to joint operations/task forces. The Carson City Sheriff's Office may assign officers to assist Immigration and Customs Enforcement in any investigation or joint operation, and will be reimbursed for expenditures related to this assignment. Reimbursement will be made by Electronic Funds Transfer. The term of the agreement will be from date of signing and will continue in force unless written notification of termination is given by either party.

**Applicable Statute, Code, Policy, Rule or Regulation:** Chapter 277

**Fiscal Impact:** None

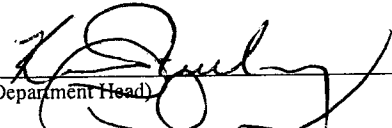


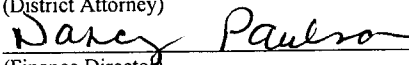
**Explanation of Impact:** See Above

**Funding Source:** N/A

**Alternatives:** Do not accept agreement.

**Supporting Material:** Memorandum of Understanding between Immigration and Customs Enforcement and the Carson City Sheriff's Office

**Prepared By:** Kathie Heath, Business Manager

**Reviewed By:**  Date: 5/26/09  
(Department Head)  
 Date: 5/26/09  
(City Manager)  
 Date: 5-26-09  
(District Attorney)  
 Date: 5/26/09  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

*Office of the Chief Counsel*

U.S. Department of Homeland Security  
120 Montgomery Street, Suite 200  
San Francisco, CA 94104



U.S. Immigration and  
Customs Enforcement

TO: Resident Agent in Charge Gregory White  
RAC, Reno

FROM: Harold K. Pickering  
Assistant Chief Counsel, San Francisco  
Office of the Chief Counsel

SUBJECT: Review of MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY,  
OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF  
JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE  
FUND - **(Carson City Sheriff's Office)**

DATE: April 24, 2009

In accordance with Department of Homeland Security policy, including Management Directive ("MD") No. 0450.1 ("the MD"), the Office of the Principal Legal Advisor has reviewed the above-referenced Memorandum of Understanding ("MOU") between the Carson City Sheriff's Office and ICE. The MOU is legally sufficient and approved.

If I can be of any further assistance, please feel free to contact me at (415) 705-1378.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Carson City Sheriff's Office (NCIC CODE # NV013000) and Immigration and Customs Enforcement (ICE), SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada, for the purpose of the reimbursement of costs incurred by the Carson City Sheriff's Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada, with the participation of the Carson City Sheriff's Office, and until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

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A. **Assignment of Officer(s)**

To the maximum extent possible, the Carson City Sheriff's Office shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Carson City Sheriff's Office shall provide the ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Carson City Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada, performed by its officer(s) assigned to this joint operation. In addition, the Carson City Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada.

The Carson City Sheriff's Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Carson City Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6026 LAKESIDE BLVD.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

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3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Carson City Sheriff's Office must submit to ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Carson City Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Carson City Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE SAC San Francisco, California, at the following address: 630 Sansome Street, 8<sup>th</sup> Floor, San Francisco, CA 94111, Attn. Jeannie Lee, ICE SLOT Coordinator; Phone/email: 415-844-5288/[jeannie.lee1@dhs.gov](mailto:jeannie.lee1@dhs.gov) .

## VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Carson City Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period 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 of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

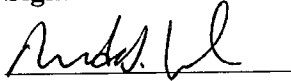
**VII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**VIII. NO PRIVATE RIGHT CREATED**

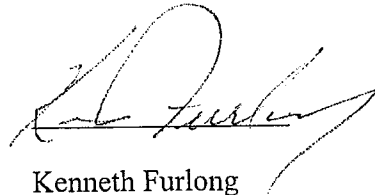
This is an internal government agreement between the ICE SAC San Francisco, California, Resident Agent in Charge, Reno, Nevada and the Carson City Sheriff's Office, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**



*For* Mark F. Wollman  
Special Agent in Charge  
San Francisco, California

Date: 4/20/09



Kenneth Furlong  
Sheriff  
Carson City, Nevada

Date: 4/20/09

RAC Reno/SAC SF

REIM #:

Agency Name: Carson City Sheriff's Office  
 Tax ID Number: 88-6000189  
 ORI: NV01300  
 Address: 911 E Musser Street Carson City, NV 89701  
 Contact Name: Kathie Heath, Business Manager  
 Phone: (775) 887-2500  
 Email: [kheath@ci.carson-city.nv.us](mailto:kheath@ci.carson-city.nv.us)

**Note: Hourly rates listed on this spreadsheet are as of May 12, 2009. Due to contract and retirement increases, overtime rates will change effective July 1, 2009, then again on July 17, 2009. I will send a new spreadsheet with new rates at that time.**

Officers (list below):

Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate
Acosta, Sal	Deputy Sheriff	1932	5400	41.87
Adams, Jarrod	Deputy Sheriff	7791	5314	42.70
Apple, Joe	Deputy Sheriff	0750	6532	33.77
Asher, Rick	Deputy Sheriff	0312	6419	37.89
Batien, Richard	Deputy Sheriff	6448	5247	44.54
Bindley, Brett	Deputy Sheriff	7383	6523	33.77
Boggan, James	Deputy Sheriff	7528	5486	36.68
Boren, Bryan	Reserve Sergeant	0951	RD-3	20.25
Botello, Ivan	Reserve Deputy Sheriff	2773	RD-11	20.25
Brehm, Nate	Deputy Sheriff	7146	5422	39.67
Bueno, Jason	Deputy Sheriff	5554	5443	36.95
Burnham, Terence	Reserve Deputy Sheriff	2319	RD-43	20.25
Cannizzaro, Matthew	Reserve Deputy Sheriff	5696	RD-23	20.25
Carter, Josh	Deputy Sheriff	1431	6433	41.56
Clowser, Eric	Deputy Sheriff	9034	5450	37.93
Collazo, Uriel	Deputy Sheriff	6659	6484	35.81
Collier, Tara	Deputy Sheriff	6834	5381	37.79
Crawford, Tom	Reserve Commander	2679	RD-1	20.25
Cullen, Mike	Sergeant	2286	3171	60.02
Davis, Scott	Deputy Sheriff	9784	5507	44.54
Denham, Gary	Deputy Sheriff	6860	5473	37.13
Diamond, Eric	Reserve Deputy Sheriff	5354	RD-48	20.25
Dodds, Rick	Deputy Sheriff	9678	5140	44.54
Dull, Dave	Reserve Deputy Sheriff	0678	RD-31	20.25
Dunckhorst, Cory	Deputy Sheriff	6820	6457	36.95
Durr, Bill	Reserve Deputy Sheriff	8451	RD-39	20.25
Encinas, Rick	Deputy Sheriff	4989	5161	45.65
Erven, Craig	Deputy Sheriff	4128	5485	34.94
Fair, Glenn	Sergeant	0997	3318	49.97
Fierro, Tony	Reserve Deputy Sheriff	2262	RD-32	20.25
Fischer, Mike	Deputy Sheriff	6031	5334	41.66



Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate
Fretz, Michael	Deputy Sheriff	2580	6535	34.61
Fry, Jon	Sergeant	0957	3272	51.21
Gamwell, Rich	Reserve Deputy Sheriff	3890	RD-35	20.25
Gautschi, Bob	Sergeant	2366	3139	64.09
George, Ana	Deputy Sheriff	6995	6530	33.77
Gibson, Don	Deputy Sheriff	5123	5327	41.66
Gomes, Dan	Deputy Sheriff	8179	5509	33.77
Gonzales, Dan	Detective	1839	4390	45.11
Guimont, Bob	Deputy Sheriff	7410	5176	44.54
Hatley, Sam	Deputy Sheriff	8038	5315	43.74
Heinz, Adam	Reserve Deputy Sheriff	0772	RD-24	20.25
Higman, Dean	Senior Forensic Specialist	2443	7180	48.48
Hindelang, Rudy	Deputy Sheriff	5072	6325	41.66
Hitch, John	Deputy Sheriff	2985	5491	37.79
Howell, Carl	Deputy Sheriff	5357	5466	35.73
Humphrey, Brian	Sergeant	2774	3269	54.08
Hutt, Eric	Deputy Sheriff	9880	5505	40.73
Iacobellis, Ray	Reserve Deputy Sheriff	4968	RD-40	20.25
Jennings, Charles	Reserve Deputy Sheriff	8196	RD-25	20.25
Johnston, Jason	Reserve Deputy Sheriff	1977	RD-34	20.25
Jones, Dan	Deputy Sheriff	6662	6467	35.73
Kautz, Josh	Reserve Sergeant	0682	RD-5	20.25
Kennison, Ron	Deputy Sheriff	2769	5349	40.68
Kepler, Derrick	Reserve Deputy Sheriff	6118	RD-37	20.25
Kepler, Rick	Reserve Deputy Sheriff	9348	RD-44	20.25
Lee, Kip	Deputy Sheriff	2236	6451	36.95
Legros, David	Detective	3787	4320	47.90
Legros, Dena	Detective	1704	4323	45.82
Locatelli, Ron	Deputy Sheriff	5567	6520	33.77
Lowe, Craig	Detective	3486	4430	43.57
Loyola, Israel	Reserve Deputy Sheriff	8740	RD-15	20.25
MacMahon, Chris	Reserve Sergeant	1507	RD-6	20.25
Marshall, Mark	Sergeant	1777	3137	61.04
Martensen, Kelly	Reserve Sergeant	9561	RD-4	20.25
Mays, Brian	Sergeant	1634	3296	54.08
Mays, Earl	Sergeant	1660	3280	54.86
McConville, Shannon	Reserve Deputy Sheriff	7867	RD-41	20.25
McDaniel, Scott	Sergeant	4269	3392	54.08
McDonald, Thomas	Deputy Sheriff	4460	5529	33.77
McFall, Willie	Deputy Sheriff	6131	6497	33.77
McMahon, Erin	Deputy Sheriff	7143	6521	31.46
Melvin, Jeff	Lieutenant	7651	2173	68.96
Mendoza, Brian	Deputy Sheriff	2091	5434	39.67
Mendoza, Silverio	Reserve Deputy Sheriff	1543	RD-46	20.25
Miller, Thomas	Deputy Sheriff	5056	5412	37.89
Motamenpour, Bob	Detective	9285	4259	51.22
Nuno, Michael	Deputy Sheriff	0020	6524	33.77
Ochsenschlager, Dan	Deputy Sheriff	2684	5343	43.74
Olson, Steve	Deputy Sheriff	1477	5421	36.95

Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate
Palamar, Sean	Deputy Sheriff	1333	6501	33.77
Parker, Kyle	Reserve Deputy Sheriff	4917	RD-42	20.25
Parodi, Terri	Deputy Sheriff	8090	6254	46.76
Pedrini, Jon	Reserve Deputy Sheriff	1523	RD-38	20.25
Pope, Richard	Deputy Sheriff	1666	5138	44.54
Primka, Jim	Sergeant	5798	3226	61.52
Priutt, Erik	Reserve Deputy Sheriff	4409	RD-36	20.25
Pullen, Jeff	Deputy Sheriff	7339	5355	40.68
Putzer, Matt	Deputy Sheriff	2337	5144	45.65
Ramos, Chris	Deputy Sheriff	9991	6502	33.77
Richards, Bill	Deputy Sheriff	0548	5293	44.54
Riggin, Gary	Deputy Sheriff	9332	5495	33.77
Rivera, Chris	Deputy Sheriff	9386	5363	44.70
Rivera, Geoff	Deputy Sheriff	3985	5416	35.39
Rivera, Jessica	Deputy Sheriff	8679	5476	36.92
Romero, Jerry	Reserve Deputy Sheriff	4500	RD-2	20.25
Ryba, Justin	Deputy Sheriff	5952	6511	33.77
Sakamoto, Curtis	Reserve Deputy Sheriff	7614	RD-30	20.25
Sandage, Ken	Lieutenant	5429	2156	70.80
Scott, Jeff	Deputy Sheriff	1237	6410	43.79
Sloan, Darrin	Sergeant	6290	3174	55.62
Smith, Matt	Deputy Sheriff	8592	5442	36.44
Speegle, Doug	Deputy Sheriff	7351	5358	45.82
Stagliano, Josh	Deputy Sheriff	0423	5353	43.66
Steel, Ken	Sergeant	4755	3152	56.40
Steinman, Jake	Reserve Deputy Sheriff	7191	RD-47	20.25
Stetler, Charles	Deputy Sheriff	0582	5477	34.94
Surratt, Jimmy	Deputy Sheriff	9144	5453	35.54
Tran, Quan	Deputy Sheriff	4234	5514	35.18
Trotter, Joe	Deputy Sheriff	4486	5494	33.77
Tschetter, Martha	Detective	1670	7401	42.51
Tucker, Morgan	Deputy Sheriff	3249	5475	35.73
Veader, Ben	Deputy Sheriff	7767	5481	34.94
Wall, Clay	Lieutenant	8584	2164	70.02
Weis, Ed	Deputy Sheriff	0723	5500	33.77
Wheeler, Wayne	Deputy Sheriff	2623	5276	44.54
White, Don	Sergeant	8974	3187	56.78
White, Robert	Lieutenant	1494	2154	70.02
Wildblood, Jason	Deputy Sheriff	2540	6411	35.73
Williams, Dean	Deputy Sheriff	7263	5246	48.99