

RESOLUTION NO 4031  
(DEA SND HIDTA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA RESCINDING RESOLUTION 4017 MEMORANDUM OF UNDERSTANDING WITH THE DRUG ENFORCEMENT ADMINISTRATION AND THE HENDERSON POLICE DEPARTMENT AUTHORIZING PARTICIPATION IN THE DEA SOUTHERN NEVADA DRUG TASK FORCE (DEA SND HIDTA) DUE TO INCORRECT SUPPORT DOCUMENTATION BEING ATTACHED.

WHEREAS, the City of Henderson, Nevada (the "City"), is charged with providing police services to the citizens of Henderson, and

WHEREAS, drug trafficking in Southern Nevada area must be deterred, defeated, and responded to vigorously and apprehension of individuals and/or organizations who may commit or plan to commit such acts is essential to maintaining our community well being; and

WHEREAS, it is in the public's best interest that any suspected activities be investigated and managed by a coordinated task force effort made up of federal, state and local law enforcement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada that.

SECTION 1 The City hereby rescinds the Memorandum of Understand between the Las Vegas Metropolitan Police Department, the Nevada Department of Public Safety, Washoe County Sheriff's Office, Reno Police Department, University of Nevada-Reno Police Department, Drug Enforcement Administration (DEA) and the Henderson Police Department authorizing participation in the Drug Enforcement Administration Nevada Interdiction Task Force, as set forth in Exhibit A, consisting of nine pages, attached hereto and incorporated herein by this reference.

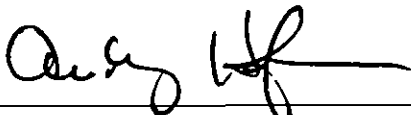
SECTION 2. The authority to execute the Memorandum of Understanding by the Chief of Police is hereby confirmed and ratified.

BE IT FURTHER RESOLVED that this resolution is rescinded upon adoption unless stated otherwise.

PASSED, ADOPTED, AND APPROVED THIS 20<sup>th</sup> DAY OF MARCH, 2012, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:     Andy Hafen, Mayor  
                                  Councilmembers:  
                                  Sam Bateman  
                                  Debra March  
                                  John F. Marz  
                                  Gerr Schroder

Those voting nay:     None  
Those abstaining:    None  
Those absent:         None

  
\_\_\_\_\_  
Andy Hafen, Mayor

ATTEST:

  
\_\_\_\_\_  
Sabrina Mercadante, CMC, City Clerk

Exhibit A

RESOLUTION NO. 4017  
(DEA SND HIDTA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA RATIFYING THE MEMORANDUM OF UNDERSTANDING WITH THE DRUG ENFORCEMENT ADMINISTRATION AND THE HENDERSON POLICE DEPARTMENT AUTHORIZING PARTICIPATION IN THE DEA SOUTHERN NEVADA DRUG TASK FORCE (DEA SND HIDTA).

- WHEREAS, the City of Henderson, Nevada (the "City"), is charged with providing police services to the citizens of Henderson; and
- WHEREAS, drug traffic in Southern Nevada area must be deterred, defeated, and responded to vigorously and apprehension of individuals who may commit or plan to commit such acts is essential to maintaining our community well being; and
- WHEREAS, it is in the public's best interest that any suspected activities be investigated and managed by a coordinated task force effort made up of federal, state and local law enforcement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada that:

- SECTION 1. The City hereby approves and ratifies the Memorandum of Understand between the Drug Enforcement Administration (DEA) and the Henderson Police Department to participate in the Southern Nevada Drug Task Force (DEA SND HIDTA), as set forth in Exhibit A attached hereto and incorporated herein by this reference.
- SECTION 2. The authority to execute the Memorandum of Understanding by the Chief of Police is hereby confirmed and ratified

BE IT FURTHER RESOLVED that this resolution is effective upon adoption unless stated otherwise.

PASSED, ADOPTED, AND APPROVED THIS 3<sup>rd</sup> DAY OF JANUARY 2012, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:     Andy Hafen, Mayor  
                                  Councilmembers  
                                  Sam Bateman  
                                  Debra March  
                                  Gerri Schroder

Those voting nay:     None  
Those abstaining:    None  
Those absent:         None

  
\_\_\_\_\_  
Andy Hafen, Mayor

ATTEST.


  
\_\_\_\_\_  
Sabrina Mercadante, CMC, City Clerk

Exhibit A

**LAS VEGAS DISTRICT OFFICE  
TACTICAL DIVERSION TASK FORCE AGREEMENT  
BETWEEN  
THE DRUG ENFORCEMENT ADMINISTRATION  
AND  
HENDERSON POLICE DEPARTMENT**

This agreement is made this 1<sup>st</sup> day of October, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Henderson Police Department (hereinafter "HPD").

Whereas there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Clark County, located in the state of Nevada, the parties hereto agree to the following:

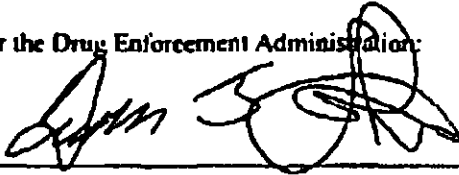
1. The Tactical Diversion Task Force will perform the activities and duties described below:
  - a. investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the state of Nevada.
  - b. investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Nevada.
2. To accomplish the objectives of the Tactical Diversion Task Force, the HPD agrees to detail one (1) experienced officer to the Tactical Diversion Task Force for a period of not less than three years. During this period of assignment, the HPD officer will be under the direct supervision and control of a DEA Supervisory Special Agent assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.

4. To accomplish the objectives of the Tactical Diversion Task Force, DEA will assign three (3) Special Agents and one (1) Diversion Investigator to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.
5. During the period of assignment to the Tactical Diversion Task Force, the HPD will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to the HPD officer assigned to the Tactical Diversion Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal Employee (currently \$17,202.25), per officer.
6. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
7. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
8. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.
9. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C.F.G.H. and I.
10. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HPD by DEA until the completed certification is received.

11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

12. The term of this agreement shall be effective from the date in paragraph one (1) until September 30, 2012. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

For the Drug Enforcement Administration:



Date: 9-28-11

Timothy J. Landrum  
Special Agent in Charge  
Los Angeles Field Division

For the Henderson Police Department:



Date: 8-10-11

Jutta Chambers  
Chief of Police  
City of Henderson Police Department

**ATTACHMENTS.**

**(1). OJP Form 4061/6 (3-91): Certifications Regarding Lobbying; Debarment, Suspensions and Other Responsibility Matters; and Drug Free Workplace Requirements**

**(2). Roster of Local, State, or Federal Agency Personnel Assigned to the Tactical Diversion Task Force.**

- (1) Abide by the terms of the statement, and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(7) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to Department of Justice Office of Justice Programs ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1972, as amended, or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health, law enforcement or other appropriate agency.
    - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f)
- B. The grantee may insert in the space provided below the use(s) to the performance of work done in connection with the specific grant.
- Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4081/7

Check  if the State has elected to complete OJP Form 4081/7

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant, and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Department of Justice, Office of Justice Programs ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

1 Grantee Name and Address

2 Application Number and/or Project Name

3 Grantee IRS/Vendor Number

JUYTA CHANBERS, CHIEF, HPD

4 Typed Name and Title of Authorized Representative

5 Signature

8-10-11

6 Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1 LOBBYING**

As required by Section 1352 Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts, under grants and cooperative agreements, and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 13546, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1986, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under this grant, the employee will

