

U.S. DEPARTMENT OF JUSTICE - DRUG ENFORCEMENT ADMINISTRATION
ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement
FOR THE USE OF THE OCDETF STRIKE FORCE PROGRAM

Federal Tax Identification #: 74-6000717	DC #:
OCDETF Investigation #: SWTXS-0647	Federal Agency Investigation #: M5-07-0044
Strike Force Name and Address: Drug Enforcement Administration McAllen District Office Houston Division Office OCDETF Strike Force Group D-81 1200 N. Commerce Center McAllen, Texas 78501	State or Local Agency Name and Address: Hidalgo County Sheriff's Office 711 El Cibolo Road Edinburg, Texas 78540
Lead Investigator and Agency: Deputy Jorge Alvarez, Drug Enforcement Administration	
Amount Requested \$ <u>100,000.00</u>	From: <u>10-01-2008</u> Beginning Date of Agreement To: <u>09-30-2009</u> Ending Date of Agreement
Brief explanation of services/goods provided and basis for determining costs: Leased vehicles, travel, training, technical surveillance and computer equipment needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen D.O. OCDETF Strike Force. Vehicle cost was determined based on current lease agreements between the HCSO and CAPPs Rent-A-Car Inc., Dallas, Texas. Other costs were based on current government pricing quotes.	

Please provide the name, telephone number and e-mail address for the administrative or financial staff person at the State or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Blanca Gomez, Grant Accountant
Telephone Number: 956-318-2511
E-mail Address: blanca.gomez@auditor.co.hidalgo.tx.us
Fax Number: 956-318-2577

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the lead Federal agent for the investigation, the Strike Force leader or his/her designee and the OCDETF Executive Office Budget Officer, or his/her designee.

1. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations and prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force Program and Policy and Procedures Manual, April 2006.
2. 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.
3. Costs resulting from Strike Force investigations incurred by state and local program participants including travel, either by a state or local officer, witness or confidential source; rental of automobiles; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post; cost of interpreters or translators; training in support of OCDETF ; and technical surveillance equipment may be reimbursed. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.
4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force for the duration of the investigation. Once the Strike Force investigation is concluded, usage and disposition are at the discretion of the state or local agency.
5. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
6. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader, and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader.

7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation related equipment and service costs. To ensure proper and complete utilization of OCDETF cost 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 Strike Force within thirty (30) days of the close of the month in which the costs were incurred.

8. All documents for procurement of equipment or other expense in excess of \$2,500, or that are not detailed in the original agreement must be approved in advance and signed by an authorized state or local agency official, the lead Federal agent in the investigation, and the Strike Force Leader.

All documents for procurement of equipment or other expenses, below \$2,500, and that are reasonable and acceptable according to the terms of the original Strike Force Agreement must only be approved and signed by an authorized state or local agency official and the lead Federal agent in the investigation.

9. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership upon request. Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

10. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

11. By the 25th of each month, the Strike Force Leader will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide monthly billing estimates or activity updates upon request.

12. Analysis of reimbursement claims by the Strike Force may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The state or local agency affected by any such modification will be advised by telephone ten (10) business days in advance of such modification with follow-up confirmation in writing.

13. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later.

14. 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.

15. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by 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 will make exceptions for agencies that are unable to accept this form of payment, however, they must include written justification in the addendum of each new agreement.

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, agreed to herein represent projections only, and are based upon consultation between the Strike Force 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. Additionally, resources are contingent upon the availability of funds per the approval and signature of the Strike Force Leader's obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.

Approved By:	<u>Guadalupe "Lupe" Trevino</u>	<u>Sheriff</u>	<u>9-22-08</u>
	Authorized State or Local Official	Title	Date
Approved By:	<u>Rudy Maldonado</u>	<u>Group Supervisor</u>	<u>9/27/08</u>
	Lead Federal Agency Investigator	Title	Date
Approved By:	<u>Paul K. Craine</u>	<u>ASAC-Strike Force Comm</u>	
	Strike Force Leader	Title	Date

Funds are encumbered for the costs specified above, subject to the availability of funds.

Accepted By: _____
 OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT
STRIKE FORCE AGREEMENT
COST ESTIMATE

Strike Force: McAllen District Office

OCDETF Investigation Number: SWTXS-0647

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation. These costs are reimbursable under this agreement, subject to the availability of funds.

DESCRIPTION	AMOUNT
1. <u>Leased Vehicles</u>	<u>\$25,000.00</u>
2. <u>Travel</u>	<u>\$5,000.00</u>
3. <u>Training</u>	<u>\$25,000.00</u>
4. <u>Fuel for Leased Vehicles</u>	<u>\$10,000.00</u>
5. <u>Technical Surveillance Equipment</u>	<u>\$12,500.00</u>
6. <u>Computer Equipment</u>	<u>\$17,500.00</u>
7. <u>Office Supplies</u>	<u>\$5,000.00</u>
8. _____	
9. _____	
10. _____	
11. _____	
12. _____	
13. _____	
	TOTAL
	\$100,000.00

Addendum A

Reimbursable Cost Jusitification:

The leased vehicles, fuel expenses and travel expenses will be utilized by the Hidalgo County Sheriff's Office Deputy, who is assigned to the McAllen OCDETF Strike Force, in support of Strike Force investigations. Note: One leased vehicle will be assigned to the Hidalgo County SO K-9 Unit. This vehicle will be used to support Strike Force investigations.

The technical surveillance equipment (cameras, trackers) and computer equipment (laptops, stand-alones, color printers) will be utilized by Strike Force members for real time tracking of suspect vehicles, cellular site tracking of pen registers and T-III targets as well as IP based pole cameras deployed in furtherance of Strike Force investigations.

Training funds have been allocated for training of McAllen DO agents and Hidalgo County Sheriff Deputies.

Other Exceptions or Jusitifications: