

SEP 10 REC'D

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**Agreement**  
**FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE**  
**PROGRAMS**

Federal Tax Identification #: 74-6000717 DC#: \_\_\_\_\_

Amount Requested: <del>\$66,544.00</del> <u>49,044.00</u> <i>RW</i>	OCDETF Investigation / Strategic Initiative #: <b>SW-TXS-0740H</b>
From: <b>October 1, 2009</b> Beginning Date of Agreement	Federal Agency Investigation #: <b>M5-09-0122</b>
To: <b>September 30, 2010</b> Ending Date of Agreement	State or Local Agency Name and Address:  <b>Hidalgo County Sheriff's Office</b> <b>711 El Cibolo Road</b> <b>Edinburg, Texas 78540</b>
Strike Force/Strategic Initiative Name and Address: <b>Drug Enforcement Administration</b> <b>McAllen District Office/Houston Division Office</b> <b>OCDETF Strike Force Group D-81</b> <b>1200 N. Commerce Cntr. , McAllen, Texas 78501</b>	State or Local Agency Narcotics Supervisor: <u><b>Rudy Espinoza</b></u> Telephone Number: <u>956-383-8114</u> E-mail Address: <u><b>Rodolfo.espinoza@hidalgo</b></u> <u><b>.so.org</b></u> Fax Number: <u><b>956-393-6179</b></u>
Sponsoring Federal Agency (Strike Force only): Lead Investigator: <u><b>Rudy Maldonado, GS</b></u> Telephone Number: <u><b>956-992-8427</b></u> Email Address: <u><b>Rudy.Maldonado@usdoj.gov</b></u>	
Brief explanation of services/goods provided and basis for determining costs: <b>Leased vehicles, computer equipment, technical surveillance equipment, office supplies, training, travel are needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise Rental Company, San Antonio, Texas. Other costs were based on current government pricing quotes.</b>	

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: **Armando Perez, Grant Accountant**  
 Telephone Number: **956-318-2511, Ext. 4674**  
 E-mail Address: **Armando.perez@auditor.co.hidalgo.tx.us**  
 Fax Number: **956-318-2577**

Agreement - (Oct 09)

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 Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) 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, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2009.
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 incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. 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/Strategic Initiative for the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing organization.
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 (Strike Forces) or AUSA Coordinator (Strategic Initiatives), 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 (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

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 or initiative 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 Leader (Strike Force) or AUSA Coordinator (Strategic Initiative) within thirty (30) days of the close of the month in which the costs were incurred.
8. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). 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.
9. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.
10. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide billing estimates or activity updates upon request including the value of services provided and billed, the value of services provided but not billed and value of services not provided through the end of that quarter.
11. 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. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.
12. 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.

13. Electronic Funds Transfer Process

- a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.
- b) All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.
- c) In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the Addendum A of each new agreement.
- d) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes. Reasons for change include but are not limited to change in bank name, routing number, and account number. (list any others that you can think of)
- e) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the Executive Office will submit payment for Reimbursement Requests with a Treasury Check.
- f) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local agencies to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive Office. Please refer to <https://www.ipp.gov/> for registration, an instructional video, and a downloadable brochure on the IPP system.

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 or AUSA Coordinator 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 OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: Guadalupe "Lupe" Trevino Sheriff 9-9-09  
*Authorized State or Local Official* Title Date

Approved By: Paul K. Crane, ASAC-Strike Force Comm. 12-03-09  
*Strike Force Leader (SF) / AUSA Coordinator (SI)* Title Date

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

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office* Date

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office* Date

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (Include State and Local Agency name as written on agreement cover sheet)

Name: <b>Hidalgo County Sheriff's Office</b>	
Address: <b>100 East Cano, 3<sup>rd</sup> Floor, Edinburg, Texas 78539</b>	
Taxpayer ID Number: <b>746000717</b>	
Contact Person Name: <b>Norma G. Garcia</b>	Telephone Number: <b>956-318-2506</b>

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: <b>First National Bank of Edinburg</b>
Nine-Digit ABA Routing Transit Number: <b>114921415</b>
Depositor Account Number: <b>14009463</b>
Type of Account: (checking/savings) <b>Checking</b>

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STATE OR LOCAL LAW ENFORCEMENT  
STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT  
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: McAllen District Office Strike Force  
 OCDETF Investigation/Strategic Initiative Number: SW-TXS-0740H

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

	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
1.	Leased Vehicle	<del>\$13,000.00</del>	\$ 10,000.00
2.	Computer Equipment	\$11,144.00	\$ 16,424.00
3.	Technical Surveillance Equipment	<del>\$6,200.00</del>	\$ 5,320.00
4.	Office Supplies	<del>\$11,200.00</del>	\$ 7,300.00
5.	Training	<del>\$20,000.00</del>	\$ 10,000.00
6.	<del>Travel</del>	<del>\$5,000.00</del>	
7.	<b>TOTAL</b>	<b>\$66,544.00</b>	<b>\$ 49,044.00</b>
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10.			
11.			
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13.			

## **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:

OCDETF STRIKE FORCE McAllen District Office

**ADDENDUM A**

**COST JUSTIFICATION:**

The McAllen District Office Strike Force is requesting the following items which will be utilized by the McAllen DO Strike Force. (FY 2010)

LEASED VEHICLES

Total: \$10,000 to cover Leased Vehicle(s).

COMPUTER EQUIPMENT

- 1 SMART Board 600i interactive whiteboard system to be utilized by Strike Force agents during case briefings and presentations. (\$4,200.00)
- 4 HP H470 Office Jet Mobile Printers (\$1,000.00): Color printers needed to print warrants and photos while out in the field.
- 4 HP Mobile Printer Sleeves ( 4 @ \$40.00= \$160.00)
- 1 HP Color Laser Jet 4700dn Printers (\$1,620.00): Color printer needed to print color photos for CS Files, Case Files, U.S. Attorney's Office, Operational Plans and surveillance teams.
- 4 Dell XPS M1330 Laptop Computers: To be used by Strike Force Agents. The computers will be utilized for real time tracking of suspect vehicles, cellular site tracking of pen register and TIII targets and well as IP based pole cameras deployed in furtherance of Strike Force investigations. (See Attachment – Specifications) \$ 9,444.00

Total: \$16,424.00

TECHNICAL SURVEILLANCE EQUIPMENT

Vehicle Trackers (\$4,620.00)

2 Digital Cameras– Canon PowerShot D10 (\$700.00)

Total: \$5,320.00

OFFICE SUPPLY

HP 91 Jet Printer/Plotter Printing Supplies ( \$4,500.00)  
For plotters that were purchased FY08. (1 Cartridge/each color)

HP Color Laser Jet 4700 Printing Supplies (\$2,200.00) Printing supplies for  
printers bought last year.

Dell Cartridge/Black Ink Series 7/CH883 – for Dell Printer 966 (10 Carts. at  
\$20.00/each Total: \$200.00)

HP 95/98 Ink Cartridge Combo Pack – (8 @ 50.00 Total \$400.00)

Total: \$7,300.00

TRAINING

Total: \$10,000.00 - Training remains to be scheduled.

**TOTAL: \$49,044.00**

**BALANCES AFTER MODIFICATIONS**

Leased Vehicles	\$10,000.00
Computer Equipment	16,424.00
Technical Surveillance Equipment	5,320.00
Office Supplies	7,300.00
Training	<u>10,000.00</u>
<b>TOTAL</b>	<b><u>\$49,044.00</u></b>