

**COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
*DRUG ENFORCEMENT ADMINISTRATION***

This agreement is made this 1st day of October, 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; 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 Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) 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.

4. The officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign five (5) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) 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.

6. During the period of assignment to the McAllen HIDTA Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCSO for overtime payments made by it to HCSO officer(s) assigned to the McAllen HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, Federal employee (currently \$16,903.25), per officer.

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO 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.

9. The HCSO 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 HCSO 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.

10. The HCSO 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.

11. The HCSO 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 HCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HCSO by DEA until the completed certification is received.

12. 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 HCSO 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.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. 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 HCSO during the term of this agreement.

For the Drug Enforcement Administration:

Zoran B. Yankovich, Special Agent-In-Charge

Date: _____

For the Hidalgo County Sheriff's Office:



Guadalupe "Lupe" Trevino, Hidalgo County Sheriff

Date: 9-17-09

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Monday, June 21, 2010 4:56 PM
To: Linda Fong - 1st Assistant Auditor
Cc: Becky Luna - Director of Accounting ; Cynthia Careaga - Grant Accountant I
Subject: FW: 2nd Position for FBI Overtime Funding - CERTIFICATION OF REVENUE - SHERIFF'S DEPT - \$16,903.25
Attachments: image003.jpg; MX-M450N_20100622_054019_001.pdf

Linda,

A Certification of Revenue in the amount of \$16,903.25 is being requested;

The Sheriff's Dept. currently has a budget that was appropriated on 10/13/09 in the amount of \$16,903.25 which is the amount budgeted for one position (one deputy)(see image of SAGE account below); however, the FBI, has allowed a second position to be added, hence the letter dated June 21, 2010 from the FBI. (see attachment)

The Sheriff's Dept. would like to appropriate the entire \$16,903.25 even though it doesn't seem likely that they'll be able to spend all of it from now through September 30, 2010.

Mike E.

From: Emilia Uriegas [mailto:emilia.uriesgas@hidalgoso.org]
Sent: Monday, June 21, 2010 4:45 PM
To: 'Mike Escaname'
Subject: 2nd Position for FBI Overtime Funding

Mike:

Attached is information our office received regarding a second position for the FBI grant. I need to verify:

1. Is this sufficient for placing on CC Agenda?
2. Would the appropriation account # be the same?

Let me know as soon as possible. We would like to place on CC agenda of 06/29/10.

Thanks,

Emilia

File Edit Query Record Window Help

Mode: Entry

Account Inquiry: FAINQ01A 02/10/10 10:30 am

Account No 9-1284-331-10-280-056-1-000 Accounting Period 13 Period YTD 248939 pg 13 1 0-1

Acct. Year Previous Year Info. Description FBI REVENUES

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Date	Reference No	Description	Period	Amount
10/13/2008	JE-94025	BUDGET AMENDMENT CC 10/13/09	10	16,903 25
Amount				16,903 25