

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney  
Organized Crime Drug Enforcement Task Forces  
Southwest Region

P.O. Box 61129  
Houston, TX 77208

713-567-9000  
Fax: 713-718-3307

Sheriff Guadalupe Trevino  
Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, TX 78539

October 15, 2012

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2013**

Dear Sheriff Trevino:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Hidalgo County Sheriff's Office under the following terms:

OCDETF Case #: SW-TXS-0861 DOGFISH HEAD  
Dates of the Agreement: 10/01/2012 through 09/30/2013 (Fiscal 2013)  
Funding Amount: \$ 10,000.00  
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.

\*\*Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

## Law Enforcement Sensitive

### OCDETF Agreement for Fiscal Year 2013

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2012). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 13 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

**Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.**

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Tim Jung at 713-693-3333.

Very truly yours,

Kenneth Magidson  
United States Attorney



Michael Wright  
OCDETF Coordinator  
Southwest Region

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
Agreement  
FOR THE USE OF THE STATE AND LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

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

Amount Requested: 10,000.00 ✓  
~~\$ 14,000.00~~

Number of Officers Listed: 1

From: 10/01/12  
Beginning Date of Agreement

To: 09/30/13  
Ending Date of Agreement

State or Local Agency  
Narcotics Supervisor: Sheriff Guadalupe Trevino  
Telephone Number: 956/383-8114

E-mail Address: Sheriff.trevino@hidalgo.org

Fax # (if applicable): 956/393-6179

OCDETF Investigation / Strategic Initiative  
Number: SW-TXS-0861

Federal Agency Investigation  
Number: M5-11-0144

State or Local Agency Name and Address:  
Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, Texas 78540

Sponsoring Federal Agency  
Group/Squad Supervisor: GS Rudy Maldonado

Telephone Number: 956/992-8427  
E-mail Address: Rudy.maldonado@usdoj.gov

Sponsoring Federal Agency(ies):  
DEA

Please provide the name, telephone number, e-mail address, and fax number 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: Hector Sandoval, Grant Accountant

Telephone Number: 956/318-2511 Ext. 4674

E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us

Fax # (if applicable): 956/318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.



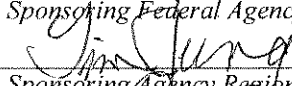
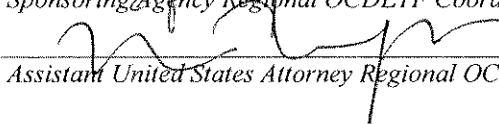
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense 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 OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. 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.
20. 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.
21. 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). 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 may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

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 and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency 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 or Strategic Initiative. 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.

**MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5<sup>th</sup>) BUSINESS DAY OF THE CURRENT MONTH.**

Approved By:	 <b>Guadalupe "Lupe" Trevino</b>	<b>Sheriff</b>	<b>9-17-12</b>
	<i>Authorized State or Local Official</i>	<i>Title</i>	<i>Date</i>
Approved By:	<b>Will R. Glaspy, ASAC</b>		<b>9-17-12</b>
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>		<i>Date</i>
Approved By:			<b>10-2-12</b>
	<i>Sponsoring Agency Regional OCDETF Coordinator</i>		<i>Date</i>
Approved By:			<b>10-18-12</b>
	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>		<i>Date</i>

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

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

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

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Agency: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0861

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Jorge E. Alvarez	Senior Deputy I	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## Addendum A

Definition of "Full-Time Participation" Exemption:

The Southwest Region Coordination Group includes in the definition of "full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. Some regular hours must be worked before overtime will be reimbursed.

Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. **All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use.** If special circumstances are not approved in advance, the exception may not be granted.

# **Addendum B**

Identification of Additional Policy Requirements

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

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

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

**FINANCIAL INSTITUTION INFORMATION**

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

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 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.

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  
 REIMBURSEMENT REQUEST FOR OVERTIME COSTS AND  
 AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS  
 FOR STATE AND LOCAL LAW ENFORCEMENT PERSONNEL



DATE OF REQUEST: \_\_\_\_\_

STATE OR LOCAL FEDERAL TAX IDENTIFICATION #: \_\_\_\_\_

DC # (EXO use only): **M - 32 -**

SEND PAYMENT TO: \_\_\_\_\_

(State or Local Agency, Address, Zip Code)

ADMINISTRATIVE OR FINANCIAL STAFF CONTACT : \_\_\_\_\_

Telephone/E-mail: \_\_\_\_\_

OCDETF INVESTIGATION / STRATEGIC INITIATIVE NUMBER: - -

SPONSORING FEDERAL AGENCY INVESTIGATION NUMBER: \_\_\_\_\_

BILLING PERIOD FOR WHICH REIMBURSEMENT IS REQUESTED:	AMOUNT REQUESTED:	OVERTIME	\$	_____
	AUTHORIZED EXPENSES		\$	_____
FROM _____ TO _____		<b>TOTAL</b>	\$	_____

Total Number Of Officers Claiming Overtime: \_\_\_\_\_  
 Total Number of Overtime Hours Claimed for All Officers: \_\_\_\_\_  
 Total Number of Regular Hours Worked for All Officers: \_\_\_\_\_

In accordance with the executed State and Local Agreement, reimbursement is hereby requested for overtime and for authorized expense/Strategic Initiative programs of Law Enforcement officers from the above-named Agency. I hereby certify that cumulative overtime from all Federal sources, inclusive of this request; for each officer covered by this request does not exceed 25% of the current approved Federal salary rate in effect at the time the overtime was performed. I further certify that the funds requested are for overtime, travel, Strategic Initiative operation expenses, and per diem expenses incurred by the officer(s) identified in the Agreement for work on the cited OCDETF Investigation or Strategic Initiative, and that the State and Local officer(s) have been paid. NOTE: DIRECT PAYMENTS TO OFFICERS ARE NOT ALLOWED.

Certified: \_\_\_\_\_  
 Authorized State or Local Official Title Date

Certified: \_\_\_\_\_  
 Sponsoring Federal Agency Group/Squad Supervisor Date

Approved: \_\_\_\_\_  
 Sponsoring Federal Agency Regional OCDETF Coordinator Date

Approved: \_\_\_\_\_  
 Assistant United States Attorney Regional OCDETF Coordinator Date

Approved for Payment: \_\_\_\_\_  
 OCDETF Executive Office Date

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
AUTHORIZED OFFICERS OVERTIME LOG**

OCDETF Investigation/Strategic Initiative Number: \_\_\_\_\_

State or Local Agency: \_\_\_\_\_

Current Billing Period: \_\_\_\_\_

*Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request.*

Column Label	A	B	C	D	E	F	G	H
State or Local Employee Name	Number of Regular Hours Worked on case/ Strategic Initiative	Number of Overtime Hours Worked on case/ Strategic Initiative	Officer's Overtime Rate	Authorized Expenses Claimed for this billing period	OCDETF Overtime Amount Claimed for this billing period <b>BxC=E</b>	Other Federal Overtime Earned* to date this fiscal year **	Cumulative OCDETF Overtime Charged <u>including this billing period</u> this fiscal year**	Cumulative Overtime Charged from all Federal Sources this fiscal year ** <b>F+G=H***</b>
<b>Totals</b>								

\*Other Federal Overtime Earned is overtime earned from ALL non-OCDETF Federal Sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.)  
 \*\*Fiscal Year is from October 1<sup>st</sup> – September 30<sup>th</sup>  
 \*\*\*This amount cannot exceed 25% of the current Federal salary rate in effect at the time the overtime was performed  
 Overtime Log - (FY13)