

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

September 25, 2015

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1  
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:


Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Organized Crime Drug Enforcement Task Force (OCDETF). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$15,000.00	SW-TXS-1006 McAllen District Office Strike Force

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

9/28/15  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92<sup>ND</sup> D.C.    RODOLFO DELGADO JUDGE, 93<sup>RD</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 139<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    JUAN R. PARTIDA JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 370<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 389<sup>TH</sup> D.C.    AIDA SALINAS FLORES JUDGE, 398<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    JESSE CONTRERAS JUDGE, 449<sup>TH</sup> D.C.

AI-51305

Sheriff's Office 9. B.

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Maria Del Rosario Gonzalez,  
SHERIFF DEPT.

Department: SHERIFF DEPT.

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Information

CAPTION

Sheriff's Office OCDETF (1284):

1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1006) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of \$15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of \$15,000.00.

BACKGROUND

Funding is for the period of 10/1/15 to 9/30/16.

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Fiscal Impact

FISCAL YEAR: SEE BELOW

ACCT. #: SEE BELOW

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Grant Fiscal Year: 2016

County Fiscal/ Calendar Year: 2015

Account Fiscal Year: 6

Appropriation of funds in the total amount of \$15,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDETF). Funding is for period of 10/1/15 to 9/30/16.

Revenue account # 5-1284-331-11-280-064-6-000 - OCDETF

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account No.

5-1100-421-00-280-001-0-XXX).

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Attachments

Agreement

Appropriation

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Emilia Uriegas	Emilia Uriegas	09/10/2015 03:03 PM
Budget & Management Auditor's Office	Veronica Ortiz	09/10/2015 03:16 PM
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/10/2015 01:53 PM

## Hector Sandoval

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**From:** Rosie [rosieg@hidalgoso.org]  
**Sent:** Friday, September 25, 2015 4:39 PM  
**To:** 'Hector Sandoval'  
**Subject:** FW: OCDETF FY 16 OT Certification of Revenues

**Importance:** High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the OCDETF FY16 Overtime Grant Account # 5-1284-421-00-280-037-6-XXX.

The agenda item is AI #51305.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

*Rosie Gonzalez*

Accountant III  
Hidalgo County Sheriff's Office  
711 El Cibolo Rd.  
Edinburg, TX 78542

Office: (956) 292-2950  
Fax: (956) 393-6027  
email: [rosieg@hidalgoso.org](mailto:rosieg@hidalgoso.org)

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2016 Agreement**  
**FOR THE USE OF THE STATE AND LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 74-6000717

DC#: R-32-

Amount Requested:

\$ 15,000.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative  
Number: SW-TXS-1006

Operation  
Name: Tumba Burros

From: October 01, 2015  
Beginning Date of Agreement

To: September 30, 2016  
Ending Date of Agreement

Federal Agency Investigations:  
Number: M5-14-0091

State or Local Agency

Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956)383-8114

E-mail Address: Norbert.leal@hidalgo.or

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

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office

711 El Cibolo Road

Edinburg, Texas 78541

Sponsoring Federal Agency(ies):

DEA

Sponsoring Federal Agency

Group/Squad Supervisor: Jesus R. Gonzalez

Telephone Number: (956)992-8427

E-mail Address: Jesus.r.gonzalez@usdoj.gov

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 billing on the Reimbursement Request:

Name: Hector Sandoval, Grant Accountant

Telephone Number: (956)318-2511

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 Director, 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 2016.
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 Director 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 Director 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 quarterly 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 should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should 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 Director 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.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: J.E. "Eddie" Guerra, Sheriff 9/9/15  
*Authorized State or Local Official* *Title* *Date*

Approved By: Stephen M. Jenkins, ASAC 9/9/15  
*Sponsoring Federal Agency Special Agent in Charge or Designee* *Date*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator* *Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director* *Date*

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-1006

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 II	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## **Addendum A**

### **Definition of "Full-Time Participation" Exemption**

### **Definition of "Full-Time Participation" Exemption**

The Southwest Region Coordination Group includes in the definition of "full time participation" as the State/Local Enforcement Officer working the same hours on the assigned investigation(s) as that of the case agent. Some regular hours **MUST** be worked before overtime will be reimbursed.

### **Any Other Exceptions or Justifications**

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

Any other exemptions/exceptions must be pre-approved by the Regional Agency Coordinator.

# **Addendum B**

Identification of Additional Policy Requirements

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (State & Local Agency name and address must match 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 Garcia	Telephone Number: (956)318-2506

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
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/>

