

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

Federal Tax Identification #: 74-6000717

DC #: R-32-

Amount Requested \$ <u>15,800.00</u>	OCDETF Investigation/Strategic Initiative #: <u>SW-TXS-1006</u>
From: <u>October 1, 2015</u> Beginning Date of Agreement To: <u>September 30, 2016</u> Ending Date of Agreement	Federal Agency Investigation #: <u>M5-14-0091</u>
Strike Force/Strategic Initiative Name and Address: DEA McAllen District Office OCDETF Strike Force Group D81 1200 N. Commerce McAllen, Texas 78601	State or Local Agency Name and Address: Hidalgo County Sheriff's Office 711 El Cibolo Road Edinburg, Texas 78540
Sponsoring Federal Agency (SF only): <u>DEA</u> Lead Investigator: <u>GS Jesus R. Gonzalez</u> Telephone Number: <u>(956) 992-8427</u> Email Address: <u>jesus.r.gonzalez@usdoj.gov</u>	State or Local Agency Narcotics Supervisor: <u>Captain Norbert Leal</u> Telephone Number: <u>(956) 383-8114</u> E-mail Address: <u>norbert.leal@hidalgo.org</u> Fax Number: <u>(956) 383-6179</u>

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen D.O. Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise. 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: Hector Sandoval, Grant Accountant
Telephone Number: (956) 318-2511
E-mail Address: hector.sandoval@auditor.co.hidalgo.tx
Fax Number: (956) 318-2577

Agreement - (FY16)

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. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. 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, FY 2016.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and 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 (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.
9. 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).
10. 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.
11. 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.
12. 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. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. 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.
14. 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. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. 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). 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.
16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.
17. 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.
18. 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.
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. 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). 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.

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

Approved By: Ruth Porter Whipple ASAC 10/9/15
Strike Force Leader (SF) / Regional Director (SI) *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*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: ~~SW-TXS-1006~~ HOUSTON

OCDETF Investigation/Strategic Initiative Number: ~~M5-14-0094~~ SW-TXS-1006

The following is an estimate of operational costs expected to be incurred by state and local law 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 @ \$900.00	\$ 10,800.00
2.	Fuel	\$ 5,000.00
3.	Total	\$ 15,800.00
4.		
5.		
6.		
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12.		
13.		

Addendum A

Exception to EFT Policy Justification:

The McAllen District Office Strike Force Group D81 is requesting the following which will be utilized by the McAllen District Office/Strike Force Group D81. (FY 2016)

Leased Vehicle: \$10,800.00 \$900.00/12 months

Fuel for Vehicle: \$ 5,000.00 \$416.66/12 months

Total: \$15,800.00

Other Exceptions or Justifications:

Agreement - (FY16)

**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, 3rd 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/>

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-032-05-05

THIS CONTRACT is made and entered into this 5th day of May, 2015 by and between the **County of Hidalgo, Texas ("County")** and **Enterprise Holdings, Inc. ("Company")**.

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Lease/Rental of Vehicles" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be In writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 302 West University Drive Edinburg, Texas 78539
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If to Company: Enterprise Holding, Inc.
 Attn: Gilberto Gonzelez, Business Rental Sales Executive
 615 S. Closner Road
 Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 3 day of May, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: [Signature]
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

By: [Signature]
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 5/5/15 gsm

COMPANY:

By: [Signature]
Printed Name: Gilberto Gonzalez
Title: Sales Executive

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"Leasing/Rental Of Vehicles"
RFB No.: 2015-032-04-08-SMA

DESCRIPTION OF VEHICLE: <i>Insurance coverage must be included in Bid Prices</i>	DAILY TOTAL plus free miles	WEEKLY TOTAL plus free miles	MONTHLY TOTAL plus free miles	Long Term pricing (6 month or longer) must be with and without insurance.	
				LONG TERM plus free miles with Insurance	LONG TERM plus free miles without Insurance
COMPACT i.e. Escort, Neon, Cavalier; or similar models	\$ 35 ⁰⁰	\$ 210	\$ 748 ⁰⁰	\$ 700 ⁰⁶	\$ 600
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626; or similar models	\$ 37 ⁰⁰	\$ 222	\$ 792 ⁰⁰	\$ 720 ⁰³	\$ 620
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carlo; or similar models	\$ 39 ⁰⁰	\$ 234	\$ 836 ⁰⁰	\$ 750 ⁰⁰	\$ 650
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	\$ 52 ⁰⁰	\$ 312 ⁰⁰	\$ 1076 ⁰⁰	\$ 900 ⁰⁰	\$ 820
MIDSIZE SUV 2 or 4 wheel drive i.e. Blazer, Explorer, Cherokee; or similar models	\$ 66	\$ 366	\$ 1210	\$ 1150 ⁰⁰	\$ 1050
LARGE SUV 2 OR 4WHEEL DRIVE- i.e. Suburban, Excursion, Expedition; or similar models	\$ 89	\$ 534 ⁰⁰	\$ 1810	\$ 1400 ⁰⁰	\$ 1200
FULL SIZE VAN- i.e. Passenger, Econoline F150, 250, 350; or similar models	\$ 94 ⁰⁰	\$ 564 ⁰⁰	\$ 1958	\$ 1600	\$ 1,400
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. Ranger, 9-10; or similar models	\$ 60 ⁰⁰	\$ 366	\$ 1210 ⁰⁰	\$ 1150	\$ 1050
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	\$ 60 ⁰⁰	\$ 360 ⁰⁰	\$ 1210 ⁰⁰	\$ 1150	\$ 1050
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	\$ 100	\$ 550	\$ 2200	\$ 1900	\$ 1550
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	\$ 90	\$ 500	\$ 1850	\$ 1600	\$ 1300
PARCEL VANS- 15' Parcel van	\$ 55	\$ 330	\$ 1210	\$ 1100	\$ 950
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A

• 24 hour Roadside assistance toll free Phone number # 1800-307-6666

• Location of Fleet: Edinburg TX

OPENED
 4/8/15
 9:45am
 Witnessed