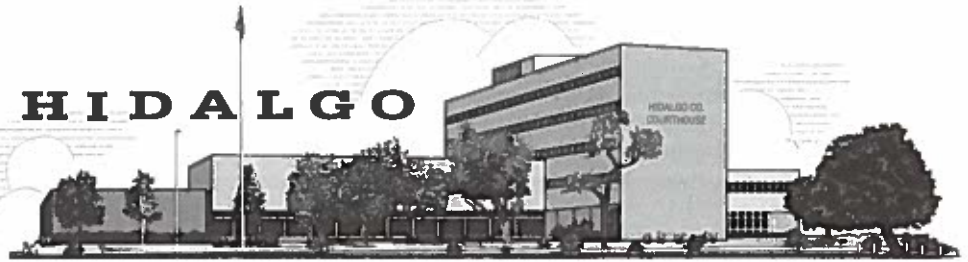


# COUNTY of HIDALGO



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)

February 27, 2019

The Honorable Richard F. Cortez, Hidalgo County Judge  
The Honorable David Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Ellie Torres, 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 commissioner's 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, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from McCain Institute for International Leadership at Arizona State University. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$274,259.25	Award No. 005 The Buffett-McCain Institute to Combat Modern Slavery

CERTIFIED BY:

*Maria Arcilia Duran*  
Maria Arcilia Duran, CPA

3-5-19  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92 <sup>ND</sup> D.C.	FERNANDO MANCIAS 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.	MARLA CUÉLLAR JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 379 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	L. KENO VASQUEZ JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	RENEE R. BETANCOURT JUDGE, 449 <sup>TH</sup> D.C.
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AI-68854

District Attorney 5. A.

CC - REGULAR

Meeting Date: 02/12/2019

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

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**Information**

**CAPTION**

DA - Buffet-McCain Institute/Arizona State University:

1. Discussion, consideration and action to enter into an agreement between the McCain Institute for International Leadership at Arizona State University and Hidalgo County Office of the Criminal District Attorney with approval for County Judge to sign the agreement
2. Approval of Certification of Revenues by the County Auditor for the FY19 Buffet-McCain Institute/Arizona State University and appropriation of funds for the FY19 Buffet-McCain Institute/Arizona State.

**BACKGROUND**

Funds will help the District Attorney's Office to enhance and place an emphasis on the prosecution of labor trafficking cases, training of law enforcement officers, providing of victims services, creation of prevention education and the development of a community coordinated victim centered response to human trafficking in our region.

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**Fiscal Impact**

CALENDAR YEAR: 2019

ACCT. #: 9-1281-412-00-080-0XX-9-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Funding provided by the Buffet-McCain Institute Initiative to Combat Modern Slavery.

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**Attachments**

agreement

appropriation

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**Form Review**

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/08/2019 09:26 AM
Linda Flores	Linda Flores	02/08/2019 03:43 PM
Final Approval	Monica Salinas	02/08/2019 05:50 PM
Form Started By: Ramiro Sendejo		Started On: 02/07/2019 09:16 AM
Final Approval Date: 02/08/2019		



**COVER PAGE  
 AGREEMENT BETWEEN  
 THE MCCAIN INSTITUTE FOR INTERNATIONAL LEADERSHIP AT ARIZONA STATE UNIVERSITY  
 AND  
 HIDALGO COUNTY OFFICE OF THE CRIMINAL DISTRICT ATTORNEY**

<b>Award Number</b>	005
<b>Type of Award</b>	Cost Reimbursement
<b>Prime Award Funder</b>	The Howard G. Buffett Foundation (HGBF)
<b>Agreement Funder</b>	McCain Institute for International Leadership at Arizona State University ("McCain Institute" or "ASU")
<b>Program</b>	The Buffett-McCain Institute Initiative to Combat Modern Slavery
<b>Award Start Date</b>	February 26, 2019
<b>Award End Date</b>	March 31, 2020
<b>Award Amount</b>	\$274,259.25
<b>McCain Institute Representatives</b>	Betsy Gehring; <a href="mailto:betsy.gehring@asu.edu">betsy.gehring@asu.edu</a> ; 202.601.4309 Kristen Abrams; <a href="mailto:kristen.l.abrams@asu.edu">kristen.l.abrams@asu.edu</a> ; 202.360.6021
<b>Awardee Name</b>	County of Hidalgo by and through the Criminal District Attorney's Office
<b>Awardee Address</b>	100 E. Cano, Edinburg, TX 78539
<b>Awardee Program Manager</b>	Ricardo Rodriguez, Jr.; <a href="mailto:ricardo.rodriguez@da.co.hidalgo.tx.us">ricardo.rodriguez@da.co.hidalgo.tx.us</a> ; 956.292.7600
<b>Awardee Finance Manager</b>	Maria Arcilia Duran; <a href="mailto:arcilia.duran@auditor.co.hidalgo.tx.us">arcilia.duran@auditor.co.hidalgo.tx.us</a> ; 956.318.2511 ext. 4645
<b>Awardee Contact Information</b>	100 E. Cano, Courthouse Annex III, 2 <sup>nd</sup> Floor, Edinburg, TX 78539 <a href="mailto:rosalinda.cantu@da.co.hidalgo.tx.us">rosalinda.cantu@da.co.hidalgo.tx.us</a> , Phone: 956.292.7604 ext. 8085 Fax: 956.318.2078

This Award Agreement (Agreement) is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations to authorize execution and performance of the Award. This agreement consists of this Cover Page, and the following Attachments, all of which together shall constitute an integral part hereof:

- Attachment One: Award Agreement
- Attachment Two: Program Objectives and Detailed Program Budget
- Attachment Three: Reporting Requirements

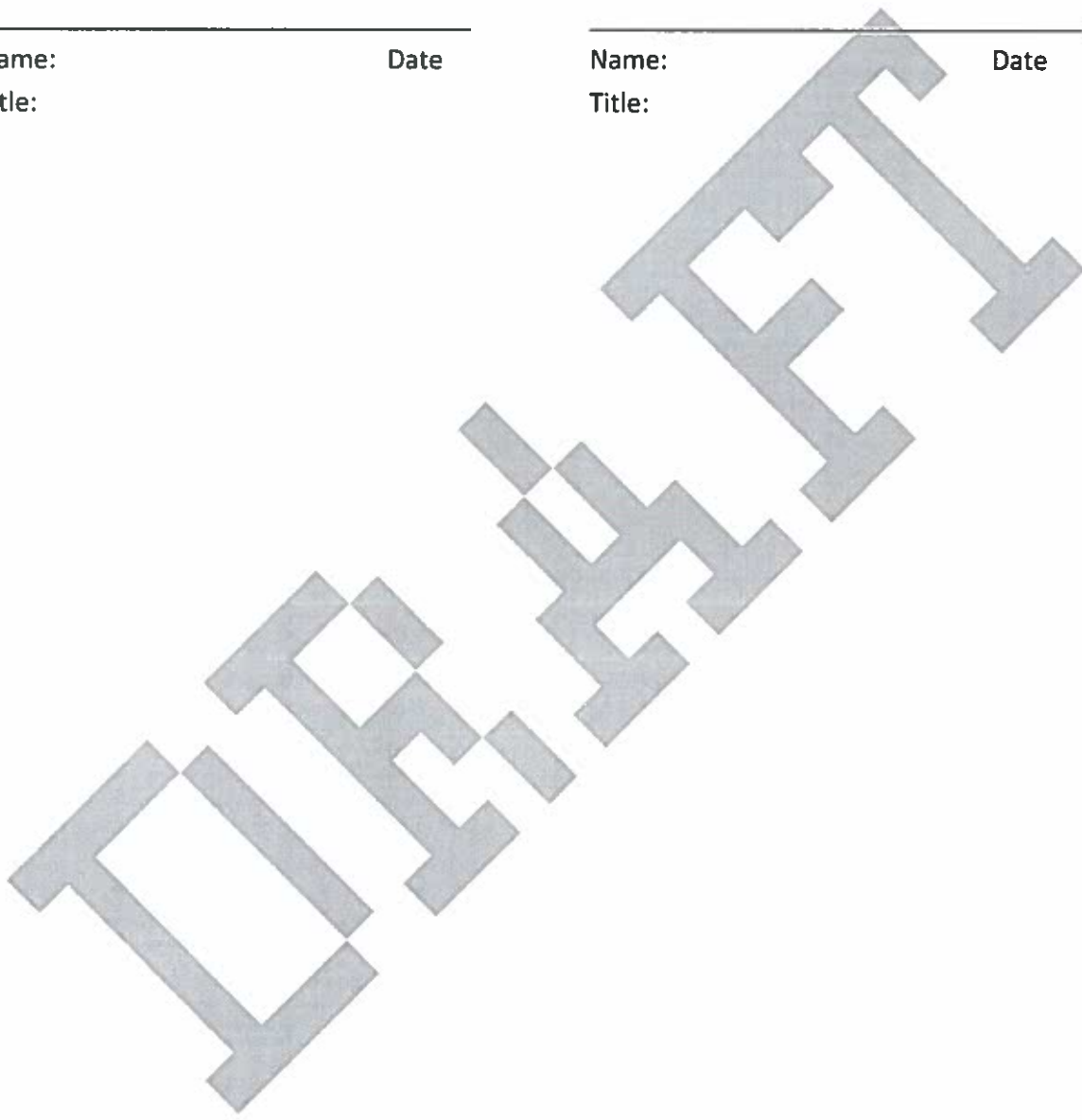
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the respective dates entered below.

**McCain Institute for International Leadership  
At Arizona State University:**

**Awardee:**

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_



## ATTACHMENT ONE: AWARD AGREEMENT

### I. SPECIAL PROVISIONS

#### **Article 1: Purpose of Award**

The purpose of this Agreement is for Awardee to support the activities detailed in Article Three: Program Overview.

#### **Article 2: Period of Award**

The **Award Start Date** is the last Signature Date of this Agreement and the completion date is the **Award End Date** as specified on the Cover Page unless modified or extended by mutual consent of both parties. The Effective Date of this Agreement shall be as of the last Signature Date of this Agreement.

#### **Article 3: Program Overview**

The Buffett-McCain Institute Initiative to Combat Modern Slavery (the Initiative) is a multi-disciplinary effort to combat human trafficking in the agricultural sector. The objective of the Initiative is to test, and then replicate, a program that:

- Ends trafficker impunity by supporting a justice system able to effectively, fairly and efficiently handle forced labor and labor exploitation cases.
- Secures justice for victims of forced labor and severe forms of labor exploitation.
- Discourages exploitative practices by bringing the Fair Food Program to Texas.
- Amplifies resources and increases coordination through multi-sectoral partnerships.

Guided by a victim-centered approach, the Initiative works to increase victim identification, support investigations, and increase labor trafficking prosecutions.

In support of the goals of the Initiative, the McCain Institute makes this award to the Hidalgo County Office of the Criminal District Attorney (Awardee) to develop a Human Trafficking Unit to be housed in and managed by Awardee to enhance and increase the frequency of investigation and prosecution of human trafficking cases with an emphasis on labor trafficking cases generally and agricultural labor trafficking in particular. Towards this goal, Awardee will also train law enforcement officers, provide victim assistance, and work to develop a community-coordinated, victim-centered response to human trafficking in the region. The Human Trafficking Unit will be comprised of:

- (1) **Labor Trafficking Specialty Prosecutor** that will review, investigate, and prosecute cases of human trafficking cases in Hidalgo County and to assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking in Hidalgo County,
- (2) **Labor Trafficking Specialty Investigator** to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents in Hidalgo County,
- (3) **Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator** to strengthen existing taskforce reach and expand services in the region.

A complete description of activities to be undertaken as part of this Agreement are outlined in Attachment Two.

**Article 4: Compensation/Payment:**

A. Compensation to Awardee will be on a cost reimbursement basis contingent upon Awardee compliance with all terms and conditions stated herein. McCain Institute shall not be liable for payments to Awardee in excess of the Award Amount specified on the Cover Page. The funds provided herein shall be used to pay for the actual expenses incurred by Awardee in performance of this Agreement in alignment with the budget categories in Detailed Program Budget-Attachment Two. At the conclusion of this Agreement all unexpended funds must be returned to the McCain Institute.

B. Requests for payments will be made by Awardee invoices submitted not more often than quarterly to the McCain Institute representative stated on the Cover Page. Awardee's invoice form may be utilized for payment requests as long as it contains the following elements: Award Number on this Cover Page, the period for which reimbursement of actual expenses is being requested, and an itemization of all current and cumulative costs by budget category in alignment with Awardee budget categories as specified in Attachment Two - Detailed Program Budget. If requested by the McCain Institute, Awardee will provide supporting documentation for invoiced expenses. Invoices will also include the signature of Awardee's officer or other responsible party with language certifying that the requested expenses are allowable and in accordance with this Agreement.

C. All payments will be made by wire transfer in USD to Awardee at the bank account as provided by Awardee. Any fees charged by the Awardee's bank for incoming wire transfers will not be reimbursed by the McCain Institute.

D. Awardee will submit a final invoice no later than sixty (60) days after the Award End Date. In no event will the final billing exceed the total Award Amount as specified on the Cover Page. In the event that Awardee fails to submit a Final Invoice ASU may consider the last regular invoice to be the Final Invoice. Any unexpended balance will be automatically deobligated and no further payments will be made under this Agreement.

**Article 5: Notices and Communication Requirements**

A. **Notices.** All notices under this Agreement given by either party to the other will be in writing and will be sent by first class mail or by email to the following:

**For ASU:**

Betsy Gehring; 202.601.4309  
Kristen Abrams; 202.360.6021  
1800 I St NW, Sixth Floor,  
Washington DC, 20006  
Email: [betsy.gehring@asu.edu](mailto:betsy.gehring@asu.edu); [kristen.l.abrams@asu.edu](mailto:kristen.l.abrams@asu.edu)

**For Awardee:**

Rosalinda Cantu, HR Coordinator/Office Administrator  
Office of the Criminal District Attorney Hidalgo County  
100 E. Cano, Courthouse Annex III, 2<sup>nd</sup> floor  
Edinburg, Texas 78539  
Email: [rosalinda.cantu@da.co.hidalgo.tx.us](mailto:rosalinda.cantu@da.co.hidalgo.tx.us)

B. The Awardee has the responsibility of notifying the McCain Institute about any significant problems associated with the administrative or financial aspects of the Award.

C. The Awardee shall inform the McCain Institute promptly in writing of any changes in its key personnel, officers, name, legal status, address, or telephone/fax number.

D. In addition to other required prior approvals stated herein, the Awardee will obtain prior written approval from the McCain Institute for any changes to (1) activities supported by this Award; (2) the Award Amount; and (3) Agreement End Date.

E. Communications must be appropriately managed. Therefore, McCain Institute requires the Awardee, except as otherwise approved, to direct all communications (whether oral, written or electronic) by the Awardee, its personnel and any lower-tier Awardees or contractors about or affecting performance of any aspect of the Agreement to the McCain Institute. Failure to comply fully with the obligations hereunder may constitute noncompliance.

F. Awardee shall submit Reports required by this Agreement Attachment Three to:

Betsy Gehring; 202.601.4309  
Kristen Abrams; 202.360.6021  
1800 I St NW, Sixth Floor,  
Washington DC, 20006  
Email: [betsy.gehring@asu.edu](mailto:betsy.gehring@asu.edu); [kristen.l.abrams@asu.edu](mailto:kristen.l.abrams@asu.edu)

## II. GENERAL PROVISIONS

**Article 1 Changes or Amendments:** Any changes or amendments to this Agreement shall be by written consent of both parties.

**Article 2 Waiver:** No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

**Article 3 Assignment:** Neither party will transfer or assign any rights or obligations hereunder, either directly or indirectly, or by operation of law, without the prior written consent of the other party, any attempt to the contrary will be void.

**Article 4 Governing Law and Venue:** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or convenience of forum.

**Article 5 Independent Contractor:** This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties. Awardee is an independent contractor, not a

partner or joint venturer, and will not act as an agent for ASU; nor will Awardee be deemed to be an employee of ASU for any purpose under this Agreement. Awardee will not have any authority, either express or implied, to enter any agreement, incur any obligations on ASU's behalf, or commit ASU in any manner whatsoever without ASU's prior written consent.

**Article 6 Termination:**

A. Either party may at any time terminate this Agreement for convenience by giving the other party not less than thirty (30) days prior written notice. Awardee shall return to McCain Institute all unspent and uncommitted funds including accumulated interest, as soon as possible and no later than ten (10) days after the effective date of termination.

B. McCain Institute shall provide prior written notice of termination to Awardee in the event the Prime Award is terminated. Such notice shall be provided not less than twenty (20) days prior to termination date. In the event of termination under this Article 6B., Awardee shall return to McCain Institute all unspent and uncommitted funds including accumulated interest, as soon as possible and no later than ten (10) days after the effective date of termination.

C. McCain Institute may terminate this Agreement at any time, in whole or in part, upon written notice to the Awardee, whenever determined in its sole discretion that the Awardee has materially failed to comply with the terms and conditions of the Agreement. If the Agreement's purpose ever becomes impracticable or the Agreement cannot be used in the manner set forth herein, the funds and income earned thereon, not expended or committed for the purposes of the Agreement must be returned to McCain Institute.

D. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Awardee shall take immediate action to minimize all expenditures financed by this Agreement. The Awardee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.

**Article 7 Dispute Resolution:** If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts. Both parties agree to use best efforts to discuss and resolve any dispute.

**Article 8 Insurance Requirements.** Awardee shall have a program of self-insurance in accordance with applicable state law to meet its obligations under this Agreement.

**Article 9 Indemnification:** To the extent allowed by applicable state law, Awardee will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Awardee or any of its owners, officers, directors, members, managers, agents, employees, or Awardees, (ii) a breach of this

Agreement, or (iii) failure to comply with any applicable law. Awardee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Awardee waives all rights of subrogation against Indemnitee for losses arising from the services performed or deliverables provided by Awardee under this Agreement.

**Article 10 Advertising, Publicity, Use of Names and Marks:** Awardee will not do any of the following without, in each case, the prior written consent of the McCain Institute, ASU, or Prime Award Funder (as applicable): (i) issue a press release or public statement regarding this Agreement; or (ii) use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the McCain Institute, ASU, or the Prime Award Funder, ("Marks") for any reason, including online, advertising, promotional purposes, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the owning party's requirements, including using the ® indication of a registered trademark where applicable. All requests for permission to use McCain Institute, ASU, or Prime Award Funder Marks or to issue a press release or public statement regarding this Agreement shall be obtained through the McCain Institute.

**Article 11 Intellectual Property:** Per Prime Award Funder requirements, all intellectual property and/or research created through the support of Prime Funder grants must be made available for public benefit with prior Prime Award Funder approval and cannot be used for personal or financial gain. "Prior Prime Funder Award approval" shall be obtained through the McCain Institute.

**Article 12 Records:** To the extent required by ARS § 35-214, the Awardee will retain all records relating to this Agreement. Awardee will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona, and the Prime Award Funder if required, during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Awardee.

**Article 13 Authorized Presence Requirements:** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or Awardee that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). If applicable, Awardee warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. ASU retains the legal right to inspect the papers of any contractor or Awardee employee who works hereunder to ensure that the contractor or Awardee is complying with the above warranty.

**Article 14 Representatives and Successors Bound.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors.

**Article 15 Assurances:** By signing this Agreement, Awardee certifies that it will comply with all applicable federal and state laws, rules, and regulations in the performance of this Agreement. In

addition, by signing this Agreement, Awardee certifies that it will comply the following Prime Award Funder and other requirements:

1. Compliance with all provisions of the USA Patriot Act (Public Law Pub. L. 107-56); in so doing Awardee will not provide material to support any person or entity that engages in violent or terrorist activities.
2. Compliance with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
3. Awardee acknowledges that Prime Award funds have not been designated or earmarked (a) for facilitating and/or publishing propaganda or attempting to influence legislation (within the meaning of U.S. Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations; these provisions include state, federal or foreign legislation); (b) to influence the outcome of any specific public election of any candidate for public office or (c) to carry on, directly or indirectly, any other activity that is prohibited by a public charity.
4. The Awardee may determine that, in carrying out the project funded in part by this Agreement, there will be an attempt to influence governmental action. In the event that the Awardee uses any of the proceeds of the Agreement to influence a government organization for the specific purpose of the Agreement, the Awardee may have lobby reporting requirements under the laws of a particular state; note further that state law may include influencing state administrative agencies within the definition of lobbying. It is the responsibility of the Awardee to comply with any applicable lobby reporting requirements or other laws governing the content of this section. The Agreement may not be used for supporting any candidates for any federal, state or local election.
5. By accepting these funds, Awardee agrees that all activity supported by these funds adheres to and meets all IRS-established guidelines, rules, and regulations. Awardee agrees to conduct all activities related to its use of the grant funds in compliance with applicable U.S. export control and trade sanction laws and regulations.
6. Awardee hereby acknowledges that Prime Award Funder reserves the right to publish information pertaining to their contribution to this project.
7. Awardee shall immediately notify McCain Institute of any organizational changes during the term of this Agreement that may impact the implementation or the results of this Agreement, including but not limited to, changes in key personnel in the project, key personnel of the Awardee's organization, or other substantive changes in the project or organization which could impact the project so McCain Institute can notify the Prime Award Funder as deemed necessary. Prime Award Funder reserves the right to terminate the Prime Award based on the changes identified. Such termination shall be governed by the terms of Article 6.B.
8. McCain Institute reserves the right to terminate this Award Agreement or take other appropriate measures if the Awardee or a key individual of the Awardee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

9. The Awardee represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of officials. Awardee shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of the Project. Awardee shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Award execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of ASU and the McCain Institute.



## ATTACHMENT TWO: PROGRAM OBJECTIVES AND BUDGET

This Agreement with the McCain Institute for International Leadership at Arizona State University (“McCain Institute” or “ASU”) is for Awardee performance of the program objectives as specified below.

Awardee will create a Human Trafficking Unit to enhance and increase the frequency of investigation and prosecution of human trafficking cases with an emphasis on labor trafficking cases generally and agricultural labor trafficking in particular. Towards this goal, Awardee will also train law enforcement officers, provide victim assistance, and work to develop a community-coordinated, victim-centered response to human trafficking in the region.

The Human Trafficking Unit will include: 1) a **Labor Trafficking Specialty Prosecutor** to review, investigate, and prosecute cases of human trafficking cases and assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking; 2) a **Labor Trafficking Specialty Investigator** to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents. The Investigator will also refer victims to community-based services and work closely with the Awardee’s Victims Unit to ensure victims receive a Safety Plan and victim services. The Investigator will help victims obtain protective orders and services as needed and advocate for victim access to immigration remedies such as the U and T-Visa when appropriate; and 3) a **Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator** to strengthen existing taskforce reach and expand services in the region.

**OBJECTIVE 1: Labor Trafficking Specialty Prosecutor hired to review, investigate, and prosecute cases of human trafficking cases in Hidalgo County and to assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking in Hidalgo County**

**Description:** Awardee will create the position of a Labor Trafficking Specialty Prosecutor (Assistant District Attorney II). The responsibilities and duties of the Labor Trafficking Specialty Prosecutor are listed below. The position will be funded full-time through March 2020.

### **Overall responsibilities**

- Review, investigate, and prosecute cases of labor trafficking cases in various levels of trials and appellate courts and administrative forums,
- Assist other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking,
- In an effort to build the necessary knowledge, skills, and expertise to prosecute human trafficking cases, work under the frequent supervision of higher-level attorneys and coordinate with other state and national prosecutors recognized for their work to prosecute human trafficking cases.

### **Specific duties include but are not limited to**

- Make decisions and/or counsel clients, victims, or police concerning the commencement of proceedings in court or related forums,
- Provide written or oral legal advice to individual or governmental clients and draft legal instruments or other written materials carrying legal implication,
- Appear in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate,

- Draft and file pleadings, answer motions, briefs, and responses necessary to conduct litigation and/or proceedings in legal forums,
- Investigate facts giving rise to legal issues and bring about solutions to clients' legal problems in a variety of forums,
- Counsel and advise clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation,
- Identify, locate, and prepare witnesses to present testimony effectively in court or related forums,
- Identify and prepare non-testimonial forms of evidence for use in court and related forums,
- Conduct and/or supervise investigations and/or civil and criminal discovery proceedings,
- Draft legal instruments and various documents with legal implications,
- Negotiate with others to settle litigation or other contested matters or to assist in solving problems with legal implications,
- Develop knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings,
- Perform related work as assigned.
- **Total Amount in USD: \$91,577.83 per Detailed Program Budget included herein.** Funds allocated as part of this Objective will be used to cover actual Labor Trafficking Specialty Prosecutor's salary, wages, fringe benefits and overhead.

**OBJECTIVE 2: Labor Trafficking Specialty Investigator hired to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents in Hidalgo County**

**Description:** Awardee will create the position of a Labor Trafficking Specialty Investigator (Criminal Investigator II). The position will be funded full-time through March 2020. The responsibilities and duties of the Labor Trafficking Specialty Investigator are listed below.

**Overall responsibilities**

- Perform criminal investigations work related to labor trafficking and labor exploitation,
- Perform supplementary investigation to assist prosecutors in case preparations,
- Make arrests and file criminal cases,
- Work with the Labor Trafficking Specialty Prosecutor and other local law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents,

**Specific duties include but are not limited to the following**

- Investigate criminal activities and assist prosecutors in case preparation,
- Assist local, state, federal, and out-of-state police offices in making arrests and filing criminal cases,
- Prepare and execute search and arrest warrants and serve subpoenas,
- Prepare reports and correspondence,
- Interview inmates and others to secure intelligence data and information; take statements and confessions,

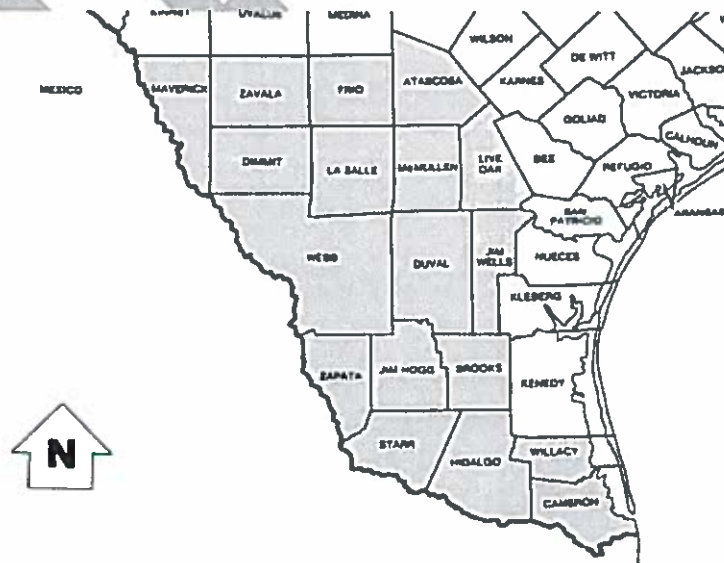
- Locate and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts,
- Obtain evidence from police agencies and pen packet from various prison systems,
- Testify in criminal trials,
- Refer victims to community-based services and work closely with the Hidalgo County Criminal District Attorney's Office Victims Unit to ensure victims receive a Safety Plan and victim services,
- Help victims obtain protective orders and services as needed and advocate for victim access to immigration remedies such as the U and T-Visa when appropriate,
- Perform other duties as assigned.
- **Total Amount in USD: \$86,467.75 per Detailed Program Budget included herein.** Funds allocated as part of this Objective will be used to cover actual Labor Trafficking Specialty Investigator's salary, wages, and fringe benefits.

**OBJECTIVE 3: Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator hired to strengthen existing taskforce reach and expand services in the region**

**Description:** Awardee will create the position of full-time Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator. The position will be funded full-time through March 2020. The responsibilities and duties of the Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator are listed below.

**Overall responsibilities**

With direction from Awardee and in consultation with the Buffett-McCain Institute Initiative to Combat Modern Slavery Program Manager, the Rio Grande Valley/South Texas Taskforce Coordinator will work within the existing structure of the Rio Grande Valley Anti-Human Trafficking Taskforce (RGVAHTT) to strengthen existing taskforce reach and expand services to as many of the following counties in the Rio Grande Valley/South Texas regions as possible (also indicated on map below): Maverick, Zavala, Frio, Atascosa, Dimmit, La Salle, McMullen, Live Oak, Webb, Duval, Jim Wells, Zapata, Jim Hogg, Brooks, Starr, Hidalgo, Willacy, and Cameron.



Using the Office for Victims of Crime-Bureau of Justice Assistance Enhanced Collaborative Task Force model as a blueprint, the Coordinator will guide this task force to:

- **Involve all relevant regional stakeholders, including, but not limited to**
  - **Law Enforcement Agencies**
    - Federal (e.g. Homeland Security Investigations, Federal Bureau of Investigation, Department of Labor, Department of Health and Human Services)
    - State (e.g. Texas Department of Public Safety)
    - Local (Sheriff's Offices and municipal/town police departments)
  - **Regulatory agencies (e.g. Texas Workforce Commission, Occupational Safety and Health Administration)**
  - **Prosecutorial authorities (U.S. Attorney's Offices, District Attorney's Offices)**
  - **Services organization (health services, social services, and legal aid)**
    - Crime victim services
    - Migrant or immigrant services
    - Worker advocacy or services
  - **Faith-based advocacy or services organizations**
- **Involve as many of the existing anti-trafficking networks in the area as possible, including**
  - **All agencies currently involved in Rio Grande Valley Anti-Human Trafficking Taskforce (RGVAHTT)**
  - **And, to the extent they are active and present in the counties above,**
    - Coalition to Combat Human Trafficking in Texas Gateway and Destination Cities
    - Texas Gulf Coast Coalition Against Human Trafficking
- **Encourage a balanced approach to human trafficking, correcting for general biases in current regional trafficking responses. The taskforce will aim to focus on**
  - **Labor as well as sex trafficking**
    - **Note: Although the funding entity (Buffett-McCain Institute Initiative to Combat Modern Slavery) is focused on agricultural labor trafficking, the Coordinator will work to strengthen overall anti-trafficking efforts in region (both sex and labor trafficking affecting all sectors).**
  - **Social services as well as law enforcement interventions**

With the aim of fostering long-term sustainability, the Coordinator will stay abreast of developments in state, federal and private human trafficking grant opportunities relevant to either the taskforce as a whole or its members. As such, this "seed grant" might serve for the region to ramp onto further opportunities for growth and development in the area's response to all forms of human trafficking, including forced and coerced labor in agriculture.

**Specific duties include but are not limited to the following**

- **Maintain regular communication with broad set of anti-trafficking stakeholders with purpose of fostering taskforce formation and growth,**
- **Schedule taskforce meetings and secure meeting locations,**
- **Provide sufficient notice to all stakeholders; send regular meeting reminders; provide invitations with all necessary information including directions and parking information as needed on case-by-case basis,**
- **Call for agenda items and create meeting agenda,**
- **Secure fixed or rotating member-facilitators to lead meetings; help facilitate meetings as needed,**

- Work with other stakeholders to facilitate and schedule substantive trainings for taskforce members as appropriate,
- Work with taskforce members to resolve conflicts before they evolve,
- Inform all taskforce members of their roles and responsibilities; help form taskforce subcommittees as deemed appropriate.
- **Total Amount in USD: \$66,487.04 per Detailed Program Budget included herein.** Funds allocated as part of this Objective will be used to cover actual Coordinator's salary, wages, and fringe benefits.

**OTHER ASSOCIATED COSTS**

- **Travel and Hosting: \$17,500.00** All work-related travel expenses and costs associated with hosting and/or attending quarterly taskforce meetings (venue, food, travel expenses for attendee taskforce meeting participation)
- **Awardee overhead: \$12,226.63** Overhead is defined as indirect cost recovery that is not a cost associated with a specific budget line item elsewhere in the Agreement; Such costs may include office supplies/ equipment, rent, telephone bills, and any administrative and/or accounting resources expended in furtherance of the grant goals.

**DETAILED PROGRAM BUDGET**

		ADA II	Investigator	Coordinator	
Prorated Salary		\$ 68,420.49	\$ 61,210.10	\$ 48,589.98	
Auto Allowance		990.00	3,960.00	-	
Health Ins.	\$ 616.00	7,884.80	7,884.80	7,884.80	
Life Ins.	\$ 43.56	46.46	46.46	46.46	
FICA	7.65%	5,309.90	4,985.51	3,717.13	
Retirement	12.15%	8,433.37	7,918.17	5,903.68	
Unemployment	0.60%	416.46	391.02	291.54	
Workers Comp	0.11%	76.35	71.69	53.45	
	<b>13.25-Month</b>	<b>\$91,577.83</b>	<b>\$ 86,467.75</b>	<b>\$ 66,487.04</b>	
			<b>Total</b>		<b>\$ 244,532.62</b>
			<b>5% Overhead</b>		<b>\$ 12,226.63</b>
			<b>Travel and hosting</b>		<b>17,500.00</b>
			<b>Grand Total</b>		<b>\$ 274,259.25</b>
<b>NOTE:</b>					
<b>Annualized Compensation:</b>					
1.) ADA II	\$61,670.00 + \$900.00 (Auto Allowance)				
2.) Investigator	\$55,171.00 + \$3,600.00 (Auto Allowance)				
3.) Coordinator	\$43,796.00				
3% Cost of Living Adjustment applied in County Calendar year 2020					

## ATTACHMENT THREE: REPORTING REQUIREMENTS

Awardees are required to provide reports to the McCain Institute.

Reports are due on the following schedule:

- April 6, 2019
- October 4, 2019
- April 17, 2020

Reports shall include the following information:

1. Executive summary (2 page maximum)
2. Goals and objectives
3. Achieved Outcomes and Results to Date
4. Lessons learned
6. Completed Work Plan
7. Budget Summary:
  - This section should include the original proposal budget, previously revised and approved budget (if applicable), and a budget summary that provides all financial expenditures to-date. Please include line-item expenses and cost drivers at a level of detail that fully explains the underlying assumptions (e.g., Salaries should be by headcount title/role, time allocation, and cost per time allocation), and note variances from the original proposed budget. Financial expenditures should be categorized and consolidated as follows:
    - a. Salaries
    - b. Fringe Benefits
    - c. Travel
    - d. Consultants
    - e. Supplies
    - f. Contracted Services
    - g. Other direct costs
    - h. Capital equipment
    - i. Field-level program interventions (These are on-the-ground activities that directly involve and benefit the project beneficiaries.)
    - j. Overhead
  - This section should include an Annual Financial Accounting.