

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
 FY 2020 Agreement  
 FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS #: 103110834 UFMS Doc#: \_\_\_\_\_  
 Federal Tax Identification #: 74-6000717 DC#: T-32-

|   |   |
|---|---|
| Amount Requested<br>\$ <u>13,800.00</u>   | OCDETF Investigation/Strategic Initiative #:<br><u>SW-TXS-1106H</u>   |
| From: <u>October 1, 2019</u><br>Beginning Date of Agreement   | Federal Agency Investigation #:<br><u>M5-16-0114</u>  |
| To: <u>September 30, 2020</u><br>Ending Date of Agreement   | State or Local Agency Name and Address:<br><b>Hidalgo County DA HIDTA Task Force<br/>P.O. Box 5719<br/>McAllen, TX 78502-5719</b> |
| Strike Force/Strategic Initiative Name and Address:<br><b>DEA McAllen District Office<br/>OCDETF Strike Force Group D81<br/>1200 N. Commerce Center<br/>McAllen, TX 78501</b> | State or Local Agency Narcotics Supervisor: <u>Commander Juan Sifuentes</u>   |
| Sponsoring Federal Agency (SF only): _____  | Telephone Number: <u>(956) 381-0444</u>   |
| Lead Investigator: _____  | E-mail Address: <u>jsifuentes2@hidtaskforce.us</u>  |
| Telephone Number: _____   | Fax Number: <u>(956) 381-8722</u>   |
| Email Address: _____  |   |

Brief explanation of services/goods provided and basis for determining costs:  
**Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County HIDTA Task Force with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between Hidalgo County 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: Minerva Diaz, Grant Accountant  
 Telephone Number: (956) 318-2511  
 E-mail Address: minerva.diaz@auditor.co.hidalgo.tx.us

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 Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (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.
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 organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (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 Commander or Regional Director 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 Commander (Strike Forces) or Regional Director (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 Commander (Strike Forces) or Regional Director (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 Commander (Strike Forces) or Regional Director (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 Commander (Strike Forces) or Regional Director (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 1<sup>st</sup>. 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 organization to a third party vendor, OCDETF will reimburse the organization 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 organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (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. The state or local organization 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 organizations from receiving OCDETF funding in the future.
17. The state or local organization 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.
18. 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 Regional Director and the state or local law enforcement organization. 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: \_\_\_\_\_  
*Authorized State or Local Official*                      *Title*                      *Date*  
Ricardo Rodriguez                      District Attorney

Approved By: \_\_\_\_\_  
*Strike Force Commander (SF) /Regional Director (S)*                      *Date*  
Lee M. Nash                      ASAC

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**

**McAllen DO Strike Force**

Name of Strike Force/Strategic Initiative:

**SW-TXS-1106H**

OCDETF Investigation/Strategic Initiative Number:

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.  | Vehicle Lease @ 900 x 12 mos | \$ 10,800.00  |
| 2.  | Fuel                         | \$ 3,000.00   |
| 3.  | Total                        | \$ 13,800.00  |
| 4.  |                              |               |
| 5.  |                              |               |
| 6.  |                              |               |
| 7.  |                              |               |
| 8.  |                              |               |
| 9.  |                              |               |
| 10. |                              |               |
| 11. |                              |               |
| 12. |                              |               |
| 13. |                              |               |

## **Addendum A**

Exception to EFT Policy Justification:

Other Exceptions or Justifications:

Agreement - (FY20)

**VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

|  |
|--|
| Name: Hidalgo County DA HIDTA Task Force                 |
| Address: 3100 S Clossner Boulevard<br>Edinburg, TX 78539 |
| Taxpayer ID Number: 74-6000717                           |
| DUNS Number: 103110834                                   |

**POINT OF CONTACT**

*Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.*

|                               |                                  |
|-------------------------------|----------------------------------|
| Contact Person Name: Lita Leo | Telephone Number: (956) 318-2506 |
|-------------------------------|----------------------------------|

Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

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/>

Approved By:

Authorized State or Local Official District Attorney Date  
*Title*

Ricardo Rodriguez  
*Print Name*

Approved By:

ASAC Date  
*Sponsoring Federal Agency Special Agent in Charge or Designee*

Rudy Maldonado  
*Print Name*

Approved By:

Sponsoring Agency Regional OCDETF Coordinator Date

Approved By:

Assistant United States Attorney Regional OCDETF Director Date

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

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 Organization: Hidalgo County DA HIDTA Task Force

OCDETF Investigation / Strategic Initiative Number: M5-16-0114

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.  |             | Agent             | 1/6/79     |
| 2.  |             |                   |            |
| 3.  |             |                   |            |
| 4.  |             |                   |            |
| 5.  |             |                   |            |
| 6.  |             |                   |            |
| 7.  |             |                   |            |
| 8.  |             |                   |            |
| 9.  |             |                   |            |
| 10. |             |                   |            |

# Addendum A

## Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY- DO NOT ALTER For purposes of reimbursing OCDETF overtime claims, the following applies: 1) Work 40 hours per week on a single or multiple OCDETF investigations OR 2) If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; OR 3) To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency. Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly. All approvals are subjected to the availability of funds.

## Any Other Exceptions or Justifications

Exemptions will be considered on a case by case basis per individual incident. Any Other Any changes/additions must be submitted in writing and pre-approved by OCDETF Regional Coordinator.

## **Addendum B**

Identification of Additional Policy Requirements  
Southwest Region Policy -

### **TO STATE AND LOCAL OVERTIME AGREEMENT STRATEGIC INITIATIVE FUNDING REQUEST:**

**Note:** The following **ONLY** pertains to Strategic Initiative Funding Requests

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.