

# 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)

October 16, 2020

The Honorable Richard F. Cortez, Hidalgo County Judge  
The Honorable David Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
The Honorable Joe M. Flores, Commissioner, Precinct No. 3  
The Honorable Ellie Torres, Commissioner, Precinct No. 4

### 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 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
\$5,000.00	SW-TXS-1140
	Organized Crime Drug Enforcement Task Force

CERTIFIED BY:

Maria A. Duran  
Maria Arcilia Duran, CPA

10-20-20  
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 CUELLAR 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.	L. KENO VASQUEZ JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	RENEE R. BETANCOURT JUDGE, 448 <sup>TH</sup> D.C.	YSMAEL D. FONSECA JUDGE, 464 <sup>TH</sup> D.C.
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AI-77879

Sheriff's Office 0.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 10/20/2020

Submitted By: Sabrina Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-JLEO-DEA OCDETF (1284):

1. Approval to accept the FY 2020 U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) overtime agreement in the amount of \$5,000.00 (in reference to Investigation Number SW-TXS-1193).
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 FY 2020 OCDETF overtime agreement in the amount of \$5,000.00 and appropriation of same.

BACKGROUND

Funding is for the period of 09/01/2020 to 9/30/2020. Requesting for funds previously approved by CC on 08/11/2020 AI 76760.

Fiscal Impact

CALENDAR YEAR:	2020	ACCT. #:	0-1284-421-00-280-064-0-131
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Appropriation of funds for FY 2020, pending certification of revenues by Co. Auditor

Revenue Account: 0-1284-331-11-280-064-0-000 JLEO-DEA OCDETF-REVENUES

Note: No matching funds are required. The OCDETF grant will only cover overtime. FICA, Retirement, Unemployment Comp., Worker's Comp. and any other fringes will be charged to the Sheriff's G/F Budget (0-1100-421-00-280-001-0-XXX).

Attachments

Agreement

COR Request

# BA

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## Form Review

Inbox

Reviewed By

Date

Emilia Uriegas

Budget & Management

Final Approval

Form Started By: Sabrina Rodriguez

Started On: 10/16/2020 10:54 AM

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2020 Agreement  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 103110834  
Federal Tax Identification #: 746000717

DC#: W-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small> <u>\$ 5,000.00</u>
Number of Officers Listed: <u>1</u>
From: <u>September 1, 2020</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2020</u> <small>Ending Date of Agreement</small>

OCDETF Investigation / Strategic Initiative Number: <u>SW-TXS-1193</u>
Operation Name: <u>Mucho Primos</u>

Federal Agency Investigations: Number: <u>MC13CR20MC0001</u>
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State or Local Organization
Narcotics Supervisor: <u>Captain Norbert Leal</u>
Telephone Number: <u>(956) 383-8114</u>
E-mail Address: <u>norbert.leal@hidalgo.org</u>

State or Local Organization Name: <u>Hidalgo County Sheriff's Office</u>
Address to receive OCDETF paperwork (no PO Boxes): <u>ATTN: Sabrina Solis</u> <u>711 El Cibolo Road</u> <u>Edinburg, TX 78541</u>

Sponsoring Federal Agency(ies): <u>HSI</u>
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Sponsoring Federal Agency Group/Squad Supervisor: <u>Robert Castillon</u>
Telephone Number: <u>(956) 535-4101</u>
E-mail Address: <u>Robert.L.Castillon@ica.dhs.gov</u>

Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Jose Rodriguez  
Telephone Number: (956) 383-2511  
E-mail Address: jose.rodriguez@auditor.co.hidalgo.tx.us



This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization 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 or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
2. No individual Agreement with a State or Local organization 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 Organization indicates that it is no longer performing work under a particular Agreement, the State or 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 or Local Law Enforcement Organization 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.

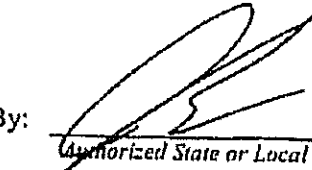
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. 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.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. 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 Organization 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 Organization for a limited amount of those overtime costs.] The Organization 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.
11. It is the responsibility of the State or Local Organization 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 or Local official.
12. 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 Organization affected by any such modification will receive a memo notifying them of the changes.

13. 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 Organization 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.
14. 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.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization 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.
17. The State or Local Organization 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 Organizations from receiving OCDETF funding in the future.
18. 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.
19. 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.


20. 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. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. 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.
22. 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 Organizations 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.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

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 Organization. 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 Organization 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:  Hidalgo Co. Sheriff 8/17/20  
*Authorized State or Local Official Title Date*

Hidalgo Co. Sheriff J.E. "Eddie" Guerra  
*Print Name*

Approved By:  8/27/2020  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*

KEVIN W. BENSON  
*Print Name*

Approved By: **DARIN L KOCH** Digitally signed by DARIN L KOCH  
Date: 2020.08.28 12:58:57 -05'00'  
*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 Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: MC13CR20MC0001

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. Leonardo Quintana	Investigator	05/15/1976
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**

For purposes of reimbursing OCDETF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDETF investigation 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.**

**Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.**

Any Other Exceptions or Justifications

**ADDENDUM B  
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.

DATE: October 16, 2020

DEPARTMENT HEAD: Sheriff J.E. Eddie Guerra

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 0-1284-421-00-280-064-0-131

Contact Person: Miguel Rodriguez Ph#: (956) 393-6013

**2020**  
Appropriation  
AI-77879



**SUBJECT:** Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-280-064-0-131	SHERIFF OCDETF-OVERTIME PAY	5,000.00
0-1284-331-11-280-064-0-000	SHERIFF OCDETF-REVENUES	5,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>5,000.00</b>

REASON:

To appropriate the budget for the overtime hours for 2 officers assigned to OCDETF investigations. Funding period is from 09/01/20 to 09/30/20.

Note: Expenses relating fringe benefits for the overtime hours are to be charged to the Hidalgo County Sheriff's Office general fund budget (0-1100-421-00-280-001-0-XXX)

*Emilia Miguez*  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

  /  /    
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

From: "Sabrina Solis" <sabrina.solis@hidalgoso.org>  
To: "jose.rodriguez" <jose.rodriguez@auditor.co.hidalgo.tx.us>  
Subject: COR Request - 77879  
Date: 10/16/2020 11:03:52 AM

Good afternoon Jose,

Would you please certify the revenues for the OCDETF FY20 Grant AI 77879 Acct # 0-1284-421-00-280-064-0-131 in the amount of \$5,000.00.

Respectfully,

Sabrina Solis, MBA  
Accountant IV  
Hidalgo County Sheriff's Office • Financial Services Division  
Edinburg, Texas 78542 • Phone: (956) 393-6151  
sabrina.solis@hidalgoso.org