

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE  
 Hidalgo County Administration Building  
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December 10, 2021

The Honorable Richard F. Cortez, Hidalgo County Judge  
 The Honorable David L. Fuentes, Commissioner, Precinct No. 1  
 The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
 The Honorable Everardo "Ever" Villarreal, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

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

I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from U.S. Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT  
 \$45,000.00

PURPOSE  
 ICE FY22 Overtime Reimbursement  
 Hidalgo Co. Sheriff's Office

CERTIFIED BY:

Maria A. Duran  
 Maria Arcilia Duran, CPA

12/10/2021  
 Date

**HIDALGO COUNTY DISTRICT JUDGES**

- LUS M. SINGLETON  
JUDGE, 62<sup>ND</sup> D.C.
- FERNANDO MANCINAS  
JUDGE, 69<sup>TH</sup> D.C.
- J. R. "BOBBY" FLORES  
JUDGE, 138<sup>TH</sup> D.C.
- ROSE GUERRA REYNA  
JUDGE, 208<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.
- NDE GONZALEZ  
JUDGE, 376<sup>TH</sup> D.C.  
OVERSEER
- LETICIA LOPEZ  
JUDGE, 388<sup>TH</sup> D.C.
- L. KEND VASQUEZ  
JUDGE, 396<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.
- JOSE "JOE" RAMIREZ  
JUDGE, 464<sup>TH</sup> D.C.

**CC REGULAR AGENDA SPECIAL MTG****Meeting Date:** 12/14/2021**Submitted For:** David Friedlein, SHERIFF DEPT.**Submitted By:** Sabrina Rodriguez, SHERIFF DEPT.**Department:** SHERIFF DEPT.**CAPTION****Sheriff's Department - ICE Overtime (1284):**

1. Approval to accept overtime agreement funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) FY 2022 (10-1-2021 to 9-30-2022) in the amount of \$15,000.00 per officer.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by the Co. Auditor, for FY 2022 ICE overtime agreement in the amount of \$45,000.00 and appropriation of same.

**BACKGROUND**

MOU between ICE and Hidalgo County (Sheriff's Office) approved by CC on 3/31/15 (AI#49060), overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account. Reporting period ends on 9/30/22 (FY 2022).

**Fiscal Impact****CALENDAR YEAR:** 2021**ACCT. #:** 1-1284-421-00-280-055-2-131**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Appropriation of funds for overtime in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of \$15,000.00 per officer for a total of \$45,000.00 for FY 2022 (10-1-2021 to 9-30-2022), pending COR by Co. Auditor. No cash match required.

Fringe benefits associated with this grant are not reimbursable and will be paid from Sheriff's Office G/F account. FY2022 reporting period is from 10/1/21 - 9/30/22

Revenue acct #1-1284-331-11-280-055-2-000 ICE REVENUES

**Attachments**

MOU

COR Request

B.A.

**Form Review****Inbox**

Budget &amp; Management

**Reviewed By**

Veronica Ortiz

**Date**

12/08/2021 03:20 PM

Ivan Cantu

Final Approval

Form Started By: Sabrina Rodriguez

Ivan Cantu

12/09/2021 08:00 AM

Started On: 12/06/2021 03:46 PM

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Hidalgo County Sheriff Office, (NCIC CODE # TX 1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the Hidalgo County Sheriff Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**ii. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**iii. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sheriff Office, and until terminated, in writing, by either party.

**V. TERMS, CONDITIONS, AND PROCEDURES**

**A. Assignment of Officer(s)**

To the maximum extent possible, the Hidalgo County Sherriff Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Sherriff Office shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

**B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Hidalgo County Sherriff Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Sherriff Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

The Hidalgo County Sherriff Office may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. To receive reimbursement payments, the Hidalgo County Sherriff Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6026 LAKESIDE BLVD.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Sherriff

Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sheriff Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Hidalgo County Sheriff Office will submit all requests for the reimbursement of joint operations' expenses to ICE Acting Assistant Special Agent in Charge, Mario H. Campbell at the following address: 5901 S. International Parkway, McAllen, Texas 78503, Attn. Cristina Torres, Mission Support Specialist, Ph. (956) 984-6918.

#### **VI. PROGRAM AUDIT**

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sheriff Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.


#### **VII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

#### **VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sheriff Office, and is not intended to confer any right or benefit to any private person or party.

Signatures:

  
\_\_\_\_\_  
Special Agent in Charge  
Immigration and Customs Enforcement  
San Antonio, Texas

  
\_\_\_\_\_  
J.E. "Eddie" Guerra  
Hidalgo County Sheriff  
Hidalgo County Sheriff Office

Date: 20 APR 2015

Date: \_\_\_\_\_



From: "Sabrina Solis" <sabrina.solis@hidalgoso.org>  
To: jose.rodriguez@auditor.co.hidalgo.tx.us  
Subject: AI 83693 - COR Request  
Date: 12/8/2021 12:14:32 PM

Good morning Jose,

Can you please certify the revenues for the ICE FY22 Grant AI 83693 Acct # 1-1284-421-00-280-055-2-XXX in the amount of \$45,000.00.

Respectfully,

Sabrina Solis  
Program Manager - Financial Division  
Hidalgo County Sheriff's Office  
p: (956)3936013  
e: sabrina.solis@hidalgoso.org