

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING (“MOU”)

BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT - HOMELAND SECURITY INVESTIGATIONS, AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This MOU is entered into by the Hidalgo County Constable Precinct 3 (NCIC CODE #TX1082000) and Immigration Customs Enforcement (“ICE”), Homeland Security Investigations (“HSI”), Special Agent in Charge (“SAC”), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the Hidalgo County Constable Precinct 3 in providing resources to joint operations/task forces.

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

I. TERM

This MOU 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 MOU is established pursuant to the provisions of 31 USC 9705, 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 MOU

This MOU 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 9705.

IV. APPLICABILITY OF THIS MOU

This MOU is valid for all joint investigations led by Immigration Customs Enforcement (ICE), Homeland Security Investigations (HSI) SAC, San Antonio, Texas, with the participation of the Hidalgo County Constable Precinct 3, and until terminated, in writing, by either party.

V. CONDITIONS AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Constable Precinct 3, shall assign dedicated officers to any investigation or joint operation.

Included as part of this MOU, the Hidalgo County Constable Precinct 3, shall provide ICE/HSI 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 Constable Precinct 3 may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE/HSI SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Constable Precinct 3, 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/HSI SAC San Antonio, Texas.

The Hidalgo County Constable Precinct 3 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 Constable Precinct 3 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 Constable Precinct 3, must submit to ICE/HSI 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 pay stubs and receipts.

4. The Hidalgo County Constable Precinct 3 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 Constable Precinct 3 will submit all timely requests for the reimbursement of joint operations’ expenses to ICE/HSI Agent in Charge, James Justet at the following address: 5901 International Parkway, McAllen, TX 78503, Attn. MSA Norma Garza Phone, 956-984-6974.

VI. PROGRAM AUDIT

This MOU and its provisions are subject to audit by ICE/HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Constable Precinct 3 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 MOU, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOU 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/HSI, SAC San Antonio, Texas and the Hidalgo County Constable Precinct 3, and is not intended to confer any right or benefit to any private person or party.

[Signature Page to Follow]

EXECUTED and effective on the date signed by both parties below.

Special Agent in Charge
Homeland Security Investigations
San Antonio, Texas

Constable, Larry Gallardo
Hidalgo County Constable Precinct 3

Date: _____

Date: _____