

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #: LHACK1UL6NR3

Federal Tax Identification: 7 4 - 6 0 0 0 7 1 7

<u>EXO USE ONLY</u>
DC#: Z-32-_____

Amount Requested: <u>\$ 10,000.00 \$4,000.00</u> <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2</small>
Number of Officers Listed: <u>1</u>

OCDETF Investigation / Strategic Initiative Number: <u>SW-TXS-1207</u>
Operation Name: <u>Ice River</u>

From: <u>April 2, 2023</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2023</u> <small>Ending Date of Agreement</small>

Federal Agency Investigations Number: <u>M5-20-0085</u>

Addendum A in use? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>

State & Local Organization
Narcotics Supervisor: <u>Captain Norbert Leal</u>
Telephone Number: <u>956-383-8114</u>
Email Address: <u>norberto.leal@hidalgo.org</u>

Sponsoring Federal Agency(ies): <u>DEA</u>

Sponsoring Federal Agency(ies) Group / Squad Supervisor: <u>Christopher Johnson</u>
Telephone Number: <u>(956) 356-7555</u>
Email Address: <u>Christopher.v.johnson@dea.gov</u>

State & Local Organization Name: <u>Hidalgo County Sheriff's Office</u>
Address to receive OCDETF paperwork (no PO Boxes): Attention: * <u>Attention: Myra Montoya</u>
<u>711 El Cibolo Rd</u>
<u>Edinburg, TX 78542</u>

* Include the name of the person the form should be mailed to

Please provide the name, telephone number, and email address for the **financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Myra Montoya

Telephone Number: (956) 383-8114

Email Address: Myra.Montoya@hidalgo.org

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement Initial Funding Form
 FOR THE USE OF THE STATE & LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE

OCDETF Case #: SW-TXS-1207

Amount Requested: ~~\$ 10,000.00~~ \$4,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance
 Takedown
 Trial/Court
 Wire
 Approved Pending
 Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

TFO will assist with on-going surveillance during the course of this investigation as well as assist with upcoming arrests. Following the take down of this operation, Agents anticipate the TFO further assisting with during the judicial proceedings to include court/trial.

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 37.74</u>	<u>200.00</u>	<u>\$ 0.00</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

TFO will assist with on-going surveillance during all hours of the day to include after normal working hours and/or during the weekend. Additionally, Agents anticipate additional arrests during this fiscal year during which time the TFO will be assisting.

This Agreement is between the above-named State & 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 & 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 & 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 & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. 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. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & 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 & 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. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization 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 approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. 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.
11. 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 & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist 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.
12. 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 & 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.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & 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 all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & 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.
20. 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.
21. 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.

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 & 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 & 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:  SHERIFF 6-20-23
Authorized State & Local Official Title Date
EDDIE GUERRA
Print Name

Approved By:  6/20/23
Sponsoring Federal Agency Special Agent in Charge or Designee Date
Ed Townsend
Print Name

Approved By: DAVID JENSEN Digitally signed by DAVID JENSEN Date: 2023.07.05 11:39:01 -05'00'
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: RICHARD MAGNESS Digitally signed by RICHARD MAGNESS Date: 2023.08.01 08:23:57 -05'00'
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

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

Approving Official: _____
OCDETF Executive Office Date

OCDETF Officer Form (Continued)

State & Local Organization: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1207

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>
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____
22.	_____	_____	_____
23.	_____	_____	_____
24.	_____	_____	_____
25.	_____	_____	_____
26.	_____	_____	_____
27.	_____	_____	_____
28.	_____	_____	_____
29.	_____	_____	_____
30.	_____	_____	_____
31.	_____	_____	_____
32.	_____	_____	_____

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 per month per state/local entity 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.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Any Other Exceptions or Justifications

NONE

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.