

COUNTY of HIDALGO



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

November 27, 2023

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 commissioner's court the receipt of all revenue from intergovernmental contracts 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 revenue from intergovernmental contracts for its intended purpose.

I, Linda Fong, Interim County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from 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
\$10,000.00

PURPOSE
FY24 SW-TXS-1317
Organized Crime Drug Enforcement Task Force OT

CERTIFIED BY:

Linda Fong, CPFO
Interim County Auditor

11/27/2023

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO MANCIAS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. MARLA CUELLAR JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 449TH D.C. JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. YSMAEL FONSECA JUDGE, 476TH D.C.

AI-92396

Sheriff's Office 15. A.

CC CONSENT AGENDA REGULAR MTG

Meeting Date: 11/28/2023

Submitted For: Steven Cortez, SHERIFF DEPT. **Submitted By:** Jose Rodriguez

Department: SHERIFF DEPT.

CAPTION

Sheriff's Office-Organized Crime Drug Enforcement Task Forces (OCDETF Silver Heron NFZ) (1284):
1. Approval of the Organized Crime Drug Enforcement Task Forces (OCDETF Silver Heron NFZ) Agreement for FY 2024 (10/01/2023 to 09/30/2024) between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office OCDETF Strike Force Group D-81.
2. Requesting 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 2024 OCDETF "Silver Heron NFZ" grant agreement award in the amount of \$10,000.00 (in reference to Investigation Number SW-TXS-1317 and appropriation of same amount.

BACKGROUND

Fiscal Impact

20 CG

CALENDAR YEAR: 2023

ACCT. #: 3-1284-421-~~12~~-280-064-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office G/F Budget
No cash match required.

Attachments

- Agreement
- COR Request
- OT Policy
- Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/21/2023 10:00 AM
Final Approval		
Form Started By: Jose Rodriguez		Started On: 09/07/2023 04:12 PM

Organized Crime Drug Enforcement Task Forces
FY 2024 Agreement
For the Use of the State & Local Overtime and Authorized
Expenses / Strategic Initiative Program

UEI #: L H A C K 1 U L 6 N R 3 EFT* indicator:

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

*EFT indicator is required to identify bank account other than

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

Amount Requested: <u>\$ 10,000.00</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-1317</u>
Operation Name: <u>Silver Heron NFZ</u>

From: <u>October 1, 2023</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2024</u> <small>Ending Date of Agreement</small>

Federal Agency Investigations Number: <u>M5-22-0059</u>

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

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

Group / Squad Supervisor: <u>GS Bernardo Bazaldua Jr.</u>
Phone Number: <u>(956) 992-8400</u>
Email Address: _____

State & Local Organization Name: <u>Hidalgo County Sheriff's Office</u>
State & Local Address: <u>711 El Cibolo Rd., Edinburg, Texas 78541</u>

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

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration:**

Finance Contact: Celeste Garza
 Phone Number: (956) 318-2511
 Email Address: celeste.garza@auditor.co.hidalgo.tx.us

SAM.gov Entity Administrator: Valde Guerra
 Phone Number: (956) 292-7655
 Email Address: valde.guerra@co.hidalgo.tx.us

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 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; the Sponsoring Federal Agency Special Agent in Charge (SAC), or designee, of the sponsoring Federal Agency field office where the State & Local Officers will be working; the sponsoring Agency Regional OCDETF Coordinator; the 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 2024.
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 within 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 requested. 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. If the funds for a particular Agreement are completely deobligated with the intention of closing the Agreement, it will not count as a modification for purposes of this policy. No increase modifications should be submitted if there are no bills entered on the Agreement in MIS. These amendments or changes must be submitted as a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF EXO in a timely manner not to exceed thirty (30) days. The signed Modification Memo should be returned to the State & Local Organization, 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 routinely run 90-day inactivity reports from MIS to identify inactive Agreements eligible for deobligation. The OCDETF EXO will assist with monitoring aging Agreements. Furthermore, if a State & Local Organization determines there will be no additional work performed 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 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. The Reimbursement Request must be submitted to the Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in May, the Reimbursement Request for the May overtime should be submitted to the Regional Coordination Group no later than June 30th.] Requests not submitted within this period, may not honored or paid.
11. 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 period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
12. 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 OCDETF Program Specialist, or designee, will monitor these payments through MIS and communicate to the Federal Agency Regional OCDETF Coordinators, who provide status updates to any officer approaching the threshold.
13. The Overtime Log (page 2 of the Reimbursement Request) must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the Overtime Log, each column must be completed with the totals reported at the bottom. The Overtime Log must include the officer’s name from the Agreement or Officer Modification Form, the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State & Local Officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter “0” for any columns with a non-applicable amount. The ‘Totals’ row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request. Additionally, the Reimbursement Request contains an officer’s Overtime Log for tracking individual officer’s hours. The column in the overtime log titled ‘Other Federal Overtime earned this Fiscal Year’ should be used to track other federal non-OCDETF cases (i.e., Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) overtime hours earned in the fiscal year, so when combined with the officer’s total OCDETF overtime hours the individual officer’s total federal overtime hours can be tracked towards the 25% threshold.
14. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
15. The State & Local Law Enforcement Organization shall maintain paper or electronic records for a period of six (6) years. Accurate and complete records must account for all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site auditing and inspection.

16. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Regional policies are documented in the Addendum B of approved Agreements. The agencies must adhere to these additional requirements unless they have written approval by the RCG for any exceptions to the regional policies.
17. The sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation.
18. 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 Law Enforcement Organization 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.
19. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, 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. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
20. 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, 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.
21. 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.
22. 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 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 OCDEF based upon the progress and needs of the OCDEF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of AFF funds per the approval and signature of the OCDEF EXO obligating authority. The OCDEF EXO will approve and certify all terms and conditions of the Agreement have been met.

Approved By: Hidalgo County Sheriff 11/18/2023
Authorized State & Local Official Title Date
J.E. "Eddie" Guerra
Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDEF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDEF 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: _____
OCDEF Executive Office Date

Organized Crime Drug Enforcement Task Forces
 FY 2024 State & Local Law Enforcement Officers Assigned to
 Participate in the State & Local Overtime and
 Authorized Expenses / Strategic Initiative Program

State & Local Organization: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1317

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.	<u></u>	<u>Criminal Investigator</u>	<u>1/9/1985</u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>
5.	<u></u>	<u></u>	<u></u>
6.	<u></u>	<u></u>	<u></u>
7.	<u></u>	<u></u>	<u></u>
8.	<u></u>	<u></u>	<u></u>
9.	<u></u>	<u></u>	<u></u>
10.	<u></u>	<u></u>	<u></u>

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

OCDETF Officer Form (Continued)

State & Local Organization: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1317

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. _____	_____	_____

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

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.

DATE: November 20, 2023

DEPARTMENT HEAD: Hidalgo County Sheriff J.E. Eddie Guerra

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1284-421-20-280-064-4-XXX

Contact Person: Jose Rodriguez Ph# 956-393-6176

2023
Appropriation
AI-92396



SUBJECT: Appropriations of Funds (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 Appropriations of Funds (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-421-20-280-064-4-131	OCDETF SILVER HERON NFZ - OVERTIME	\$10,000.00
3-1284-331-11-280-064-4-020	OCDETF SILVER HERON NFZ REVENUES	\$10,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$10,000.00

REASON: To appropriate overtime funds. Funding period is from 10/01/2023 to 09/30/2024.
 Note: Expenses relatın fringe benefits for the overtime hours are to be charges to the Hidalgo Co Sheriff's Office general fund budget (3-1100-421-00-280-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



Jose Rodriguez <jose.rodriguez@hidalgoso.org>

FY24 OCDETF OT "Silver Heron NFZ" COR Request

1 message

Jose Rodriguez <jose.rodriguez@hidalgoso.org>

Mon, Nov 20, 2023 at 4:09 PM

To: Celeste Garza <celeste.garza@auditor.co.hidalgo.tx.us>

Cc: Myra Montoya <myra.montoya@hidalgoso.org>, Isabel Rodriguez <isabel.rodriguez@auditor.co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>

Good morning Celeste,

Can you certify revenues for the FY24 OCDETF " Silver Heron NFZ " Task Force agreement in the amount of \$10,000.00?

AI-92396 on CC meeting 11/28/2023

Respectfully,
Jose L Rodriguez
Program Manager I
Hidalgo County Sheriff's Office
jose.rodriguez@hidalgoso.org
956-393-6176