

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

Hidalgo County Constable
Precinct 1

regarding

THE DESIGNATION OF

EMPLOYEES

Hidalgo County Constable
Precinct 1

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Hidalgo County Constable Precinct 1.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(l); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Texas Law, as applicable.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Hidalgo County Constable Precinct 1.

Pursuant to section 401(l), Tariff Act of 1930, as amended (19 U.S.C. § 1401(l)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Hidalgo County Constable Precinct 1 to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Hidalgo County Constable Precinct 1 as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

Hidalgo County Constable Precinct 1 agrees:

- a. That only sworn law enforcement officers of Hidalgo County Constable Precinct 1 who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
 - b. To schedule periodic meetings to review this MOU, as required.
5. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and Hidalgo County Constable Precinct 1.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI McAllen
Name: Kevin W. Benson
Title: Assistant Special Agent in Charge
Address: 5901 S. International Parkway
McAllen, Texas 78503
Telephone Number: (956) 928-8728
Fax Number: (956) 984-6917
E-mail Address: Kevin.Benson@hsi.dhs.gov

Hidalgo County Constable Precinct 1 :
Name: Celestino Avila
Title: Constable
Address: 1902 Joe Stephens Ave, Suite 303
Weslaco, Texas 78557
Telephone Number: (956) 447-3775
Fax Number: (956) 447-8614
E-mail Address: Celestino.Avila@co.hidalgo.tx.us

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.


8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Craig S. Larrabee
Special Agent in Charge
Homeland Security Investigations
U.S. Immigration and Customs Enforcement



Celestino Avila
Constable
Hidalgo County - Precinct 1

Date: _____

Date: 05-24-23



*Homeland Security Investigations
Office of the Special Agent in Charge*

U.S. Department of Homeland Security
1015 Jackson Keller Road, Suite 200
San Antonio, Texas 78213

September 25, 2023

Hidalgo County Constable Precinct 1
Attn: Constable Celestino Avila
1902 Joe Stephens Ave.
Weslaco, TX. 78599

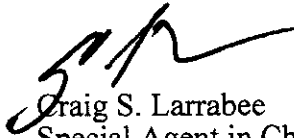
Dear Constable Avila,

Please be advised that your agency has been approved for the Fiscal Year 2024 State and Local Overtime (SLOT) Program. Overtime salaries, travel, fuel, training, equipment, and other similar costs incurred by your agency in a joint law enforcement operation with U. S. Department of Homeland Security, Homeland Security Investigations (HSI) may be authorized for reimbursement, pending pre-approval from the HSI Special Agent in Charge San Antonio, and the availability of funds.

Thank you for your continued participation in the SLOT Program and your continued partnership with HSI. We continually monitor our SLOT budget to ensure our supporting partners are adequately funded for our joint investigations and operations.

We look forward to your cooperation and partnership in the future. If you or your staff has any questions concerning the SLOT Program please contact Mission Support Assistant, Norma Garza at 956-540-6660 office or 956-540-1209 cellphone or norma.a.garza@ice.dhs.gov.

Respectfully,


Craig S. Larrabee
Special Agent in Charge

**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 Agreement is entered into by the Hidalgo County Constable Precinct 1, NCIC CODE #TX1081800 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. 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 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 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 9705.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement 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 1, 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 Constable Precinct 1, shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Constable Precinct 1, 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 1 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 1, 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 1 **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 1 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 1, 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 1 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 1 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 Agreement 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 1 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/HSI, SAC San Antonio, Texas and the Hidalgo County Constable Precinct 1, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge,
Craig S. Larrabee
Homeland Security Investigations
San Antonio, Texas

Date: _____

Constable
Celestino Avila
Hidalgo County Constable Precinct 1

Date: _____