

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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](http://www.co.hidalgo.tx.us/auditor)

October 08, 2019

The Honorable Richard F Cortez, Hidalgo County Judge  
The Honorable David Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AIM MONEY:

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 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	PURPOSE
\$13,800.00	SW-TXS-1040 Organized Crime Drug Enforcement Task Force Lease

CERTIFIED BY:

Maria A. Duran  
Maria Arcilia Duran, CPA

10-31-19  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

- LUIS H. SIMOLETERRY  
JUDGE, 92<sup>ND</sup> D.C.
- FERNANDO MARCHINI  
JUDGE, 63<sup>RD</sup> D.C.
- J. R. "BOBBY" FLORES  
JUDGE, 138<sup>TH</sup> D.C.
- ROSE GUERRA REYNA  
JUDGE, 266<sup>TH</sup> D.C.
- MARLA CUELLAR  
JUDGE, 275<sup>TH</sup> D.C.
- MARIO R. RAMIREZ, JR.  
JUDGE, 332<sup>ND</sup> D.C.
- NOE GONZALEZ  
JUDGE, 370<sup>TH</sup> D.C.  
OVERSEER
- LETICIA LOPEZ  
JUDGE, 388<sup>TH</sup> D.C.
- L. KENO VASQUEZ  
JUDGE, 398<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.
- JAIME T. JERINA  
JUDGE, 464<sup>TH</sup> D.C.

AI-72550

Sheriff's Office 8. C.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 10/08/2019  
Submitted By: Sabrina Rodriguez,  
SHERIFF DEPT.  
Department: SHERIFF DEPT.

---

Information

CAPTION

Sheriff's Office OCDETF (1284):

1. Approval of the FY 2020 Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division office OCDETF Strike Force Group D-81.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2020 OCDETF grant agreement in the amount of \$13,800.00 and appropriation of same (in reference to Investigation Number SW-TXS-1140).

BACKGROUND

Funding is for the period of 10/01/2019 to 9/30/2020 for FY 2020.

---

Fiscal Impact

CALENDAR YEAR:	2019 ACCT. #:	9-1284-421-00-280-037-0-XXX
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Appropriation of funds, pending certification of revenues by Co. Auditor. No cash match requirement.

---

Attachments

Agreement

Appropriation

COR Request

---

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/01/2019 08:31 AM
Budget & Management	Veronica Ortiz	10/01/2019 08:33 AM
Ivan Cantu	Ivan Cantu	10/02/2019 10:32 AM
Final Approval		
Form Started By: Sabrina Rodriguez		Started On: 09/30/2019 02:10 PM

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2020 Agreement  
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS #: 103110834 UFMS Doc#: \_\_\_\_\_  
Federal Tax Identification #: 74-6000717 DC#: T-32-

Amount Requested <u>\$ 13,800.00</u>	OCDETF Investigation/Strategic Initiative #: <u>SW-TXS-1140</u>
From: <u>October 1, 2019</u> Beginning Date of Agreement To: <u>September 30, 2020</u> Ending Date of Agreement	Federal Agency Investigation #: <u>M5-17-0109</u>
Strike Force/Strategic Initiative Name and Address: DEA McAllen District Office OCDETF Strike Force Group D81 1200 N. Commerce Center McAllen, TX 78501	State or Local Agency Name and Address: Hidalgo County Sherriff's Office 711 El Cibolo Road Edinburg, TX 78541
Sponsoring Federal Agency (SF only): <u>DEA</u> Lead Investigator: <u>GS Juan A. Trevino</u> Telephone Number: <u>(571) 387-2026</u> Email Address: <u>juan.a.trevino@usdoj.gov</u>	State or Local Agency Narcotics Supervisor: <u>Captain Norbert Leal</u> Telephone Number: <u>(956) 383-8411</u> E-mail Address: <u>norbert.leal@hidalgoso.org</u> Fax Number: <u>(956) 383-6179</u>

Brief explanation of services/goods provided and basis for determining costs:  
Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County HIDTA Task Force with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between Hidalgo County and Enterprise. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Jose Rodriguez  
Telephone Number: (956) 318-2511  
E-mail Address: jose.rodriguez@auditor.co.hidalgo.tx.us

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

---

7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. 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.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1<sup>st</sup>. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, 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, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or 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.
18. Electronic Funds Transfer Process
  - a) 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). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

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, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation.

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.

Approved By:  Sheriff 10/15/19  
*Authorized State or Local Official Title Date*

Approved By: \_\_\_\_\_  
*Strike Force Commander (SF) /Regional Director (SI) Date*

Funds are encumbered for the costs specified above, **subject to the availability of funds.**

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office Date*

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT  
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: McAllen DO Strike Force

OCDETF Investigation/Strategic Initiative Number: SW-TXS-1140

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Vehicle Lease @ 9000 x 12 mos	\$ 10,800.00
2.	Fuel	\$ 3,000.00
3.	Total	\$ 13,800.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

# **Addendum A**

**Exception to EFT Policy Justification:**

---

---

**Other Exceptions or Justifications:**

**Agreement - (FY20)**

**VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

Name: Hidalgo County
Address: 100 E Cano St. 3rd Floor Edinburg, TX 78539
Taxpayer ID Number: 74-6000717
DUNS Number: 103110834

**POINT OF CONTACT**

*Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.*

Contact Person Name: Lita Leo	Telephone Number: (956) 318-2506
-------------------------------	----------------------------------

Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

From: "Sabrina Rodriguez" <sabrina.rodriguez@hidalgoso.org>  
To: "jose.rodriguez" <jose.rodriguez@auditor.co.hidalgo.tx.us>  
Cc: "deborah fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>  
Subject: COR Request - OCDETF FUEL AND LEASE  
Date: 9/30/2019 2:22:45 PM

Good afternoon Jose,

Would you please complete a certification of revenues for the OCDETF FY20 fuel and lease grant account # 9-1284-421-00-280-037-0-442 in the amount of \$10,800.00 and 9-1284-421-00-280-037-0-626 in the amount of \$3,000.00.

---

The agenda item is 7255.

Respectfully,

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

DATE: September 30, 2019

DEPARTMENT HEAD: Sheriff J.E. Eddie Guerra

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 9-1284-421-00-280-037-0-XXX

Contact Person: Sabrina Rodriguez Ph#: (956) 393-6013

2019

Appropriation  
AI-72550



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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-037-0-442	EQUIPMENT AND VEHICLE RENTAL	10,800.00
9-1284-421-00-280-037-0-626	GASOLINE	3,000.00
		0.*
		10,800.00+
		3,000.00+
		13,800.00*
9-1284-331-11-280-037-0-000	OCDETF REVENUE	13,800.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>13,800.00</b>

REASON: TO APPROPRIATE BUDGET FOR LEASE AND FUEL FOR OFFICER ANGELITA PEREZ ASSIGNED TO OCDETF INVESTIGATION SW-TXS-1140

*[Signature]*  
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK