

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
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WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

October 1, 2021

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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioner's 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 an award from the Organized Crime Drug Enforcement Task Force (OCDEF). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$19,372.00	SW-TXS-1207
	Organized Crime Drug Enforcement Task Force
	HIDTA TASK FORCE
	OVERTIME FY22

CERTIFIED BY:

Maria Arcilia Duran, CPA

10/01/2021

Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 52 <sup>ND</sup> D.C.	EDUARDO MENCAS JUDGE, 69 <sup>TH</sup> D.C.	J.R. "BOBBY" FLORES JUDGE, 139 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 206 <sup>TH</sup> D.C.	MARLA CUELLAR JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	L. KEND 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.	JOSE "JOE" RAMIREZ JUDGE, 464 <sup>TH</sup> D.C.
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AI-82668

HIDTA - Task Force 10. B.

**CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 10/05/2021

**Submitted For:** Maria Del Rosario Gonzalez, HIDTA

**Submitted By:** Maria Del Rosario Gonzalez, HIDTA

**Department:** HIDTA

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**Information**

**CAPTION**

**HIDTA Organized Crime Enforcement Task Forces (OCDETF) (1291):**

1. Approval of the FY 2022 Overtime Agreement (Investigation Number SW-TXS-1207) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County DA HIDTA Task Force in the amount of \$19,372.00.
2. 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 2022 OCDETF agreement in the amount of \$19,372.00 and appropriation of same.

**BACKGROUND**

Funding is for the period of 10/01/2021 to 9/30/2022 for FY 2022

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**Fiscal Impact**

**CALENDAR YEAR:** 2021

**ACCT. #:** 1-1291-421-00-270-019-2-131

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Appropriation of funds for the FY 2022 (10-1-2021 to 9-30-2022) OCDETF overtime agreement in relation to investigation #SW-TXS-1207 in the amount of \$19,372.00, pending COR by Co. Auditor. No county cash match required.

Revenue acct #1-1291-331-11-270-019-2-000 HIDTA TASK FORCE/OCDETF  
OVERTIME REVENUES

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**Attachments**

**FY 2022 Rev. Overtime Agreement**

**Rev. Appropriation**

**COR Request Email**

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**Form Review**

**Inbox**

Budget & Management

**Reviewed By**

Veronica Ortiz

**Date**

09/28/2021 05:39 PM

Ivan Cantu	Ivan Cantu	09/30/2021 09:21 AM
Final Approval		
Ivan Cantu	Ivan Cantu	09/30/2021 10:11 AM
Final Approval		
Ivan Cantu	Ivan Cantu	09/30/2021 10:37 AM
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/28/2021 02:25 PM

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2022 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

**DUNS #:** \_\_\_\_\_  
**Federal Tax Identification #:** \_\_\_\_\_

EXO USE Only
DCN: <b>Y-32-</b> _____

<b>Amount Requested:</b> <i>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</i>  _____ <b>Number of Officers Listed:</b> _____
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<b>OCDETF Investigation / Strategic Initiative Number:</b> _____ <b>Operation Name:</b> _____
---

<b>From:</b> _____ Beginning Date of Agreement
<b>To:</b> _____ Ending Date of Agreement

<b>Federal Agency Investigations:</b> <b>Number:</b> _____
---

<b>State or Local Organization</b> <b>Narcotics Supervisor:</b> _____ <b>Telephone Number:</b> _____ <b>E-mail Address:</b> _____
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<b>Rural Designation</b> Rural*      Y      N <b>Operation</b> <b>Zip Code(s):</b> _____
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<b>State or Local Organization Name:</b> _____ <b>Address to receive OCDETF paperwork (no PO Boxes):</b> <b>Attention:**</b> _____ _____ _____
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<b>Sponsoring Federal Agency(ies):</b> _____
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<b>Sponsoring Federal Agency Group/Squad Supervisor:</b> _____ <b>Telephone Number:</b> _____ <b>E-mail Address:</b> _____
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Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

**Name:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_

\*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>. **NOTE** - ONLY include one zip code in the Rural designation box if case is classified as Rural.

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



This Agreement is between the above named State or 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 or 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 or 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 or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2022.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. In addition, 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. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or 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 or 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. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week 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 requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. 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.

13. 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 or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive 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.
14. 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 or 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.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or 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 any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. 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.
19. 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.

20. 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.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: 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 or 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.

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 or 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 or 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: \_\_\_\_\_  
*Authorized State or Local Official                      Title                      Date*  
  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee                      Date*  
  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator                      Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist      Date*

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

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

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: \_\_\_\_\_

OCDETF Investigation / Strategic Initiative Number: \_\_\_\_\_

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.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

# OCDETF Officer Form (Continued)

State or Local Organization: \_\_\_\_\_

OCDETF Investigation / Strategic Initiative Number: \_\_\_\_\_

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 effected claim for reimbursement.**

#### **Any Other Exceptions or Justifications**

This form should not be altered. No additional exceptions will be approved without written approval from Regional Coordinator.

# **Addendum B**

Identification of Additional Policy Requirements

DATE: 9/28/2021

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force / OCDETF OVERTIME FY2022

ACCOUNT NUMBER: Expenditure - 1291-421-00-270-019-2-131 AI-82668

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11, 1666a and 1666b



Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
1-1291-421-00-270-019-2-131	OVERTIME	\$ 19,372.00
<b>TOTAL APPROPRIATIONS</b>		<b>\$ 19,372.00</b>
1-1291-331-11-270-019-2-000	<b>Organized Crime Drug Enforcement Task Force (OCDETF)</b>	<b>\$ 19,372.00</b>
<b>TOTAL REVENUES</b>		<b>\$ 19,372.00</b>

Reason: To appropriate budget for the overtime hours for investigator assigned to OCDETF investigation number SW-TXS-1207.

Funding period is October 1, 2021 to September 30, 2022.

Note: Expenses relating to fringe benefits for the overtime hours are to be charge to the HIDTA Chp. 59 Budget (Account#1-1251-412-00-270-011-0-xxx)

\_\_\_\_\_  
APPROVED BY  
COMMISSIONER'S COURT

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

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
ATTEST BY COUNTY CLERK

Subject: COR FY22 OCDETF OT Agreement



**Rosie Gonzalez** <[rgonzalez@hidtaskforce.us](mailto:rgonzalez@hidtaskforce.us)>

Tue, Sep  
28, 2:35 PM  
(2 days ago)

to Jose Rodriguez, Juan Sifuentes, Commander

**You are viewing an attached message.**

COUNTY OF HIDALGO, TEXAS Mail can't verify the authenticity of attached messages.

Good afternoon Jose,

Would you please prepare a certification of revenues for the OCDETF FY22 OT Grant Acct. # 1-1291-421-00-270-019-2-XXX.

Attached is the filled out agreement.

The Agenda item is #82668.

Should you need any additional information, feel free to contact me.

Thank you,

***Rosie Gonzalez***

Division Manager

Hidalgo County

HIDTA Task Force

P O Box 5719

McAllen, TX 78502

Office (956) 381-0444

Fax (956) 381-8722

Email: [rgonzalez@hidtaskforce.us](mailto:rgonzalez@hidtaskforce.us)