

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

October 15, 2021

The Honorable Richard F Cortez, Hidalgo County Judge
The Honorable David 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 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
\$10,032.00

PURPOSE
SW-TXS-1207
Organized Crime Drug Enforcement Task Force Lease

CERTIFIED BY:


Maria Arcilia Duran, CPA

10/18/2021

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. ENOLETERRY
JUDGE, 82ND D.C.

BERNARDO MANCAS
JUDGE, 82ND D.C.

J. R. "BOBBY" FLORES
JUDGE, 134TH 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, 376TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RODRE R. BETANCOURT
JUDGE, 448TH D.C.

JOSE "JOE" RAMIREZ
JUDGE, 454TH D.C.

AI-82778

Sheriff's Office 11. E.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 10/19/2021

Submitted For: Miguel Rodriguez, SHERIFF DEPT.

Submitted By: Miguel Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office Organized Crime Drug Enforcement Task Forces (OCDETF) (1284):

1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for FY 2022 (10-1-2021 to 9-30-2022) between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office OCDETF Strike Force Group D-81.
2. Approval of certification of revenues, as certified by the County Auditor, for the OCDETF FY 2022 grant agreement award in the amount of \$10,032.00 (in reference to Investigation Number SW-TXS-1207) and appropriation of same.

BACKGROUND

Funding period: FY 2022 10/01/2021 - 09/30/2022, Vehicle Lease Agreement

Fiscal Impact

CALENDAR YEAR: 2021

ACCT. #: 1-1284-421-00-280-037-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in relation to the FY 2022 (10.1.2021 to 9.30.2022) OCDETF Vehicle Lease Agreement in the amount of \$10,032.00, pending COR by Co. Auditor. No county cash match required.

Revenue acct #1-1284-331-11-280-037-2-000 JLEO-DEA OCDETF-Revenues

Attachments

Lease agreement

Rev. Appropriation

COR

Form Review

Inbox

Budget & Management

Reviewed By

Veronica Ortiz

Date

10/05/2021 10:27 AM

Ivan Cantu

Final Approval

Form Started By: Miguel Rodriguez

Final Approval Date: 10/15/2021

Ivan Cantu

Monica Salinas

10/07/2021 10:22 AM

10/15/2021 02:57 PM

Started On: 10/04/2021 01:23 PM

DATE: October 4, 2021

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

2021
Appropriation
AI-82778



DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1-1284-421-00-280-037-2-XXX

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

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
1-1284-421-00-280-037-2-442	JLEO-DEA OCDETF - Equipment and Vehicle Rental	10,032.00
1-1284-331-11-280-037-2-000	JLEO-DEA OCDETF - Revenues	10,032.00
TOTAL BUDGET INCREASE (DECREASE)		10,032.00

REASON: To appropriate funds for rental car for officer assigned to OCDETF-DEA investigatios. Funding period October 1, 2021 to September 30, 2022.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

DUNS #: _____
Federal Tax Identification #: _____

_____ EXO USE Only _____
DC#: Y-32- _____

Amount Requested \$ _____

OCDETF Investigation/Strategic Initiative #: _____

From: _____ <div style="text-align: center;">Beginning Date of Agreement</div> To: _____ <div style="text-align: center;">Ending Date of Agreement</div>

Federal Agency Investigation #: _____
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Strike Force/Strategic Initiative Name:

State or Local Agency Name and Address:

Sponsoring Federal Agency (SF only): _____
Lead Investigator: _____
Telephone Number: _____
Email Address: _____

State or Local Agency Narcotics Supervisor: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Brief explanation of services/goods provided and basis for determining costs:

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: _____
 Telephone Number: _____
 E-mail Address: _____

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 1st. 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). 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, 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: _____
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.**

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: _____

OCDETF Investigation/Strategic Initiative Number: _____

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. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____

**VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION

Name:
Address:
Taxpayer ID Number:
DUNS Number:

POINT OF CONTACT

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

Contact Person Name:	Telephone Number:
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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: "Miguel A Rodriguez 5734" <miguel.arodriguez@hidalgo.org>
To: "Jose Rodriguez" <jose.rodriguez@auditor.co.hidalgo.tx.us>
Cc: "Deborah Fisher" <deborah.fischer@auditor.co.hidalgo.tx.us>
Subject: COR lease
Date: 10/4/2021 1:44:50 PM

Good afternoon Jose,
Can you please complete a COR for the OCDETF-DEA grant A.I 82778 acct #1-1284-421-00-280-037-1-XXX
in the amount of \$10,032.00? Thank you.

Best,
Miguel Rodriguez
Program Manager I
Hidalgo Co. Sheriff's Office
956-393-6176
miguel.arodriguez@hidalgo.org