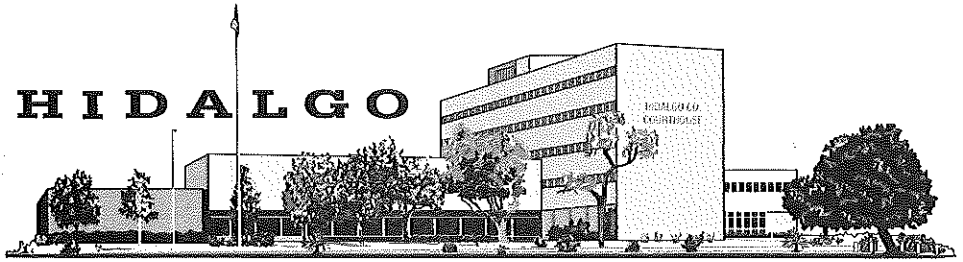


# COUNTY of HIDALGO



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 13, 2022

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  
\$19,840.75

PURPOSE  
SW-TXS-1279H  
Organized Crime Drug Enforcement Task Force  
HIDTA TASK FORCE  
OVERTIME FY23

CERTIFIED BY:

Linda Fong, CPFO

10/14/2022

Date

### HIDALGO COUNTY DISTRICT JUDGES

LUIS H. SINGLETERRY  
JUDGE, 82<sup>ND</sup> D.C.

FERNANDO MANCIAS  
JUDGE, 93<sup>RD</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 139<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 205<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. KENO VASQUEZ  
JUDGE, 388<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 437<sup>TH</sup> D.C.

RENEE R. BETANCOURT  
JUDGE, 449<sup>TH</sup> D.C.

JOSE "JOE" RAMIREZ  
JUDGE, 464<sup>TH</sup> D.C.

AI-87918

HIDTA - Task Force 11. 0.

**CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 10/18/2022

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

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

**Department:** HIDTA

**CAPTION**

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

1. Approval of the FY 2023 Overtime Agreement (Investigation Number SW-TXS-1279H) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County DA HIDTA Task Force in the amount of \$19,840.75.
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 2023 OCDETF agreement in the amount of \$19,840.75 and appropriation of same.

**BACKGROUND**

Funding is for the period of 10/01/2022 to 9/30/2023 for FY 2023

**Fiscal Impact**

**CALENDAR YEAR:** 2022

**ACCT. #:** 2-1291-421-00-270-019-3-XXX

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

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

**BUDGETARY IMPACT:**

Certification of Revenues to be completed by Auditors.

**Attachments**

SLOT Reimbursement Request  
Agreement  
Appropriation OCDETF 2023

**Form Review**

**Inbox**

Budget & Management

Final Approval

Form Started By: Maria Del Rosario Gonzalez

**Reviewed By**

Veronica Ortiz

**Date**

10/11/2022 03:21 PM

Started On: 10/11/2022 02:11 PM

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2023 Agreement**  
**FOR THE USE OF THE STATE & LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS / UEI #: 103110834  
 Federal Tax Identification: 7 4 - 6 0 0 0 7 1 7

EXO USE ONLY  
 DC#: Z-32- \_\_\_\_\_

Amount Requested: \$ 19,840.75  
Amount requested should match the amount calculated on the Initial Funding Form, Page 2  
 Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative  
 Number: SW-TXS-1279H  
 Operation  
 Name: Operation Heavy Trucking

From: October 1, 2022  
Beginning Date of Agreement  
 To: September 30, 2023  
Ending Date of Agreement

Federal Agency Investigations  
 Number: M5-20-0029

Addendum A in use? Y  N

State & Local Organization  
 Narcotics Supervisor: Commander Juan Sifuentes  
 Telephone Number: (956) 381-0444  
 Email Address: jsifuentes2@hidtaskforce.us

Sponsoring Federal Agency(ies):  
DEA

Sponsoring Federal Agency(ies)  
 Group / Squad Supervisor: Christopher V. Johnson GS  
 Telephone Number: (956) 365-7555  
 Email Address: christopher.v.johnson@usdoj.gov

State & Local Organization Name:  
Hidalgo County HIDTA Task Force  
 Address to receive OCDETF paperwork (no PO  
 Boxes): Attention: \*  
Juan Sifuentes, Commander  
3100 S. Clossner Foxrot Building  
Edinburg, TX 78539

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

Please provide the name, telephone number, and email address for the **financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Jose Pena, Grant Accountant  
 Telephone Number: (956) 318-2511  
 Email Address: jose.pena@auditor.co.hidalgo.tx.us

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
 FY 2023 Agreement Initial Funding Form  
 FOR THE USE OF THE STATE & LOCAL  
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE**

**OCDETF Case #:** SW-TXS-1279H

**Amount Requested:** \$ 19,840.75  
*This amount should be entered on Page 1 of the Reimbursable Agreement.*

*Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

- Surveillance    
  Takedown    
  Trial/Court    
  Wire    
  Approved    
  Pending    
  Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

**Factors to Consider when Determining the Initial Agreement Amount:** *(Required)*

Average Officer Overtime Rate::	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 48.91</u>	<u>405.00</u>	<u>\$ 19,372.00</u>

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

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 an authorized State & 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 & 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 2023.
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 in 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 needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the the OCDETF Internal Auditor and OCDETF Budget Mailbox ([ocdetf.budget.mailbox@usdoj.gov](mailto:ocdetf.budget.mailbox@usdoj.gov)).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. 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. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and 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 run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work 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 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 & 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. 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.
11. 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 Regional Program Specialist 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.
12. 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 & 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.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. 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 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.
17. 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 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.
  18. The State & 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 all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
  19. 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, 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.
  20. 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.
  21. 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 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 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 & 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: Ricardo Rodriguez, District ,  
*Authorized State & Local Official Title Date*  
Ricardo Rodriguez  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*  
Lee Nash  
*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 & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

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



**OCDETF Officer Form (Continued )**

State & Local Organization: Hidalgo County HIDTA Task Force

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1279H

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

Any Other Exceptions or Justifications

# **Addendum B**

Identification of Additional Policy Requirements

DATE: 10/11/2022  
 DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney  
 DEPARTMENT NAME: HIDTA Task Force / OCDETF OVERTIME FY2022  
 ACCOUNT NUMBER: Expenditure - 1291-421-00-270-019-3-131 AI-87918  
 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)
2-1291-421-00-270-019-3-131	OVERTIME	\$ 19,840.75
<b>TOTAL APPROPRIATIONS</b>		<b>\$ 19,840.75</b>
2-1291-331-11-270-019-3-000	<b>Organized Crime Drug Enforcement Task Force (OCDETF)</b>	<b>\$ 19,840.75</b>
<b>TOTAL REVENUES</b>		<b>\$ 19,840.75</b>

Reason: To appropriate budget for the overtime hours for investigator assigned to OCDETF investigation number SW-TXS-1279H

Funding period is October 1, 2022 to September 30, 2023.

Note: Expenses relating to fringe benefits for the overtime hours are to be charge to the HIDTA Chp. 59 Budget (Account#2-1251-412-00-270-011-0-xxx)

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

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

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



Jose Pena <jose.pena@auditor.co.hidalgo.tx.us>

**COR FY23 OCDETF OT Agreement**

**Rosie Gonzalez** <rgonzalez@hidtaskforce.us> Tue, Oct 11, 2022 at 3:16 PM  
To: Jose Pena <jose.pena@auditor.co.hidalgo.tx.us>  
Cc: "Juan Sifuentes, Commander" <jsifuentes2@hidtaskforce.us>, Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, "deborah.fischer@auditor.co.hidalgo.tx.us" <deborah.fischer@auditor.co.hidalgo.tx.us>

Good afternoon Jose,

Would you please prepare a certification of revenues for the OCDETF FY23 OT Grant Acct. # 2-1291-421-00-270-019-3-XXX.

Attached is the filled out agreement.

Also, please confirm I have correct expenditure and revenue account numbers, sometimes they have been updated.

The Agenda item is #87918.

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

Thank you,

*Rosie Gonzalez*

Division Manager

Hidalgo County

HIDTA Task Force

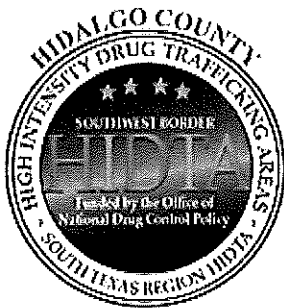
P O Box 5719

McAllen, TX 78502

Office (956) 381-0444

Fax (956) 381-8722

Email: rgonzalez@hidtaskforce.us




This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Hidalgo County Criminal District Attorney HIDTA Task Force. Unauthorized

release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

---

**2 attachments**

 **FY23 OCDETF SLOT Agreement filled.pdf**  
460K

 **OCDETF Appropriation Overtime FY2023.pdf**  
31K