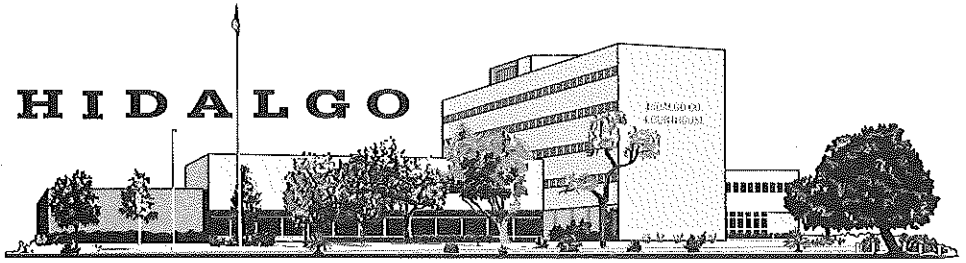


# COUNTY of HIDALGO



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)

November 09, 2022

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 § 111.0707 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 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  
\$10,800.00

PURPOSE  
SW-TXS-1279H  
Organized Crime Drug Enforcement Task Force Lease

CERTIFIED BY:

  
Linda Fong, CPFO  
Interim County Auditor

11/10/2022  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS H. SINGLETERRY JUDGE, 82<sup>ND</sup> D.C.    FERNANDO MANCIAS JUDGE, 83<sup>RD</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, 375<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 388<sup>TH</sup> D.C.    L. KENO VASQUEZ JUDGE, 388<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 435<sup>TH</sup> D.C.    RENEE R. BETANCOURT JUDGE, 445<sup>TH</sup> D.C.    JOSE "JOE" RAMIREZ JUDGE, 461<sup>ST</sup> D.C.

AI-88225

Sheriff's Office 16. D.

**CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 11/15/2022

**Submitted For:** David Friedlein, SHERIFF DEPT.

**Submitted By:** Jose Rodriguez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

**CAPTION**

**Sheriff - JLEO DEA OCDETF (1284):**

1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for FY 2023 (10-1-2022 to 9-30-2023) between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office OCDETF Strike Force Group D81/Heavy Trucking.
2. Approval of certification of revenues, as certified by the County Auditor, for the OCDETF FY 2023 grant agreement award in the amount of \$10,800.00 (in reference to Investigation Number SW-TXS-1279H) and appropriation of same.

**BACKGROUND**

Funding Period: FY2023 10/01/2022 - 09/30/23, Vehicle Lease Agreement.

**Fiscal Impact**

**CALENDAR YEAR:** 2022

**ACCT. #:** 2-1284-421-00-280-037-3-XXX

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

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

**BUDGETARY IMPACT:**

Appropriation of funds in relation of FY 2023 (10/01/2022 - 09/30/2023) OCDETF Vehicle Lease Agreement in the amount of \$10,800.00, pending COR by Co. Auditor.

No county cash match required

Revenue Acct#: 2-1284-331-11-280-037-3-000 JLEO-DEA OCDETF-REVENUES

**Attachments**

- COR Request Agreement
- Lease Policy
- FY 23 Vehicle Lease Approp.

**Form Review**

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/04/2022 03:47 PM
Ivan Cantu	Ivan Cantu	11/04/2022 04:10 PM
Final Approval		
Form Started By: Jose Rodriguez		Started On: 10/31/2022 01:43 PM

DATE: November 8, 2022

DEPARTMENT HEAD: Sheriff J.E. Eddie Guerra

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 2-1284-421-00-280-102-3-XXX

Contact Person: Jose Rodriguez Ph#: (956) 393-6176

**2022**  
Appropriation  
AI- 88269



**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
2-1284-421-00-280-102-3-131	HCSO SECRET SERVICE FY23 OVERTIME PAY	15,000.00
2-1284-331-11-280-102-3-000	HCSO SECRET SERVICE FY23 REVENUIE	15,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>15,000.00</b>

**REASON:**

To appropriate the budget for the overtime hours for 1 officers assigned to Secret Service investigations  
 Funding period is from 11/15/22 to 09/30/23

Note: Expenses relating fringe benefits for the overtime hours are to be charged to the Hidalgo County Sheriff's Office general fund budget (2-1100-421-00-280-001-0-XXX)

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

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2023 Agreement**  
**FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

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

EXO USE Only  
 DC#: **Z-32-** \_\_\_\_\_

Amount Requested  
 \$ 10,800.00

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

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

Federal Agency Investigation #:  
M5-20-0029/MCALLEN

Strike Force/Strategic Initiative Name:  
OCDETF Strike Force Group 81  
 Strike Force/Strategic Initiative Address:

State & Local Agency Name and Address:  
Hidalgo County Sheriff's Office  
711 El Cibolo Rd  
Edinburg TX 78541

Sponsoring Federal Agency (SF only): DEA  
 Lead Investigator: GS CHRISTOPHER JOHNSON  
 Telephone Number: (571) 387-4602  
 Email Address: christopher.v.johnson@usdoj.com

State & Local Agency  
 Narcotics Supervisor: Cpt. Norbert Leal  
 Telephone Number: (956) 383-8114  
 E-mail Address: norbert.leal@hidalgoso.org  
 Fax Number: (956) 393-6027

Brief explanation of services/goods provided and basis for determining costs:  
 Leased vehicle needed to facilitate operational interface of the Hidalgo County Task Force with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between Hidalgo County and Enterprise (state contract).

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 Peña  
 Telephone Number: (956) 318-2511  
 E-mail Address: jose.pena@auditor.co.hidalgo.tx.us

This Agreement is between the above named State & Local agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by a State & Local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander, or designee, (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or 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 & Local Organization to the agreement.
2. It is agreed that the State & 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 Forces Strike Force/Strategic Initiative Operations Program Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever a State & Local Organization plans to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. It must be carefully reviewed and understood by all approving officials.
4. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1 of a given year and ends on September 30 of the following year. An agreement must fall within a fiscal year period. Since investigations and initiatives frequently span two or more fiscal years, new Agreements must be initiated for each fiscal year. However, if a case is newly initiated during the fiscal year, the beginning agreement date should accurately reflect when the case will begin using Operations funding (beginning date of the Agreement through September 30). It is extremely important that start dates are accurate on the agreement, as funds may be de-obligated if there is prolonged inactivity
5. If a State & Local Organization indicates that it no longer expects to expend funds obligated under a particular Agreement, any unexpended funds under that Agreement should be immediately deobligated and a Funding Change Notification identifying the amount to be deobligated shall be submitted by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) to the OCDETF EXO as soon as possible. Moreover, 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. Upon this occurrence, it is the responsibility of the Strike Force Commander (Strike Force) or the OCDETF Program Specialist (Strategic Initiative) to submit a funding change notification (modification memo) to the State & Local Organizations stating that funding has been deobligated because of the ninety (90) day rule.

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 (i.e., 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 modification memo approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and forwarded to the OCDETF EXO.
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 & 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 & 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 & 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 & 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 & 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: \_\_\_\_\_ Hidalgo County Sheriff 11/15/22  
*Authorized State & 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*





Jose Rodriguez <jose.rodriguez@hidalgoso.org>

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**Re: AI-88225 OCDETF Lease Certification of Revenues**

1 message

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Jose Rodriguez <jose.rodriguez@hidalgoso.org> Fri, Nov 4, 2022 at 9:54 AM  
To: Jose Pena <jose.pena@auditor.co.hidalgo.tx.us>  
Cc: Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Myra Montoya <myra.montoya@hidalgoso.org>, Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>

Sorry I had the incorrect amount. COR should be for \$10,800.00

Jose L Rodriguez  
Program Manager I  
Hidalgo County Sheriff's Office  
jose.rodriguez@hidalgoso.org  
956-393-6176


On Fri, Nov 4, 2022 at 9:51 AM Jose Rodriguez <jose.rodriguez@hidalgoso.org> wrote:

Good morning,

Can you please prepare a COR for the OCDETF Lease FY23 grant in the amount of \$9,900.00? The agenda item is on CC meeting of 11/25/2022 under AI-88228.

Jose L Rodriguez  
Program Manager I  
Hidalgo County Sheriff's Office  
jose.rodriguez@hidalgoso.org  
956-393-6176

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 **OCDETF LEASE FY23 APPROPRIATION.xlsx**  
124K