

COUNTY of HIDALGO



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 17, 2023

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 Everardo 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
\$10,800.00

PURPOSE
SW-TXS-1271H
Organized Crime Drug Enforcement Task Force
HIDTA TASK FORCE
LEASE FY24

CERTIFIED BY:



Linda Fong, CPFO

10/16/2023

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO MANCIAS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH 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, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 449TH D.C. JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. YSMAEL FONSECA JUDGE, 476TH D.C.

AI-92786

HIDTA - Task Force 12. B.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 10/17/2023

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez

Department: HIDTA

CAPTION

HIDTA Organized Drug Enforcement Task Forces (OCDETF) (1291):

1. Approval of FY 2024 Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County DA HIDTA Task Force 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 OCDETF agreement in the amount of \$10,800.00 and appropriation of same (in reference to Investigation Number SW-TXS-1271H).

BACKGROUND

Funding is for the period of 10/01/2023 to 09/30/2024 for FY 2024.

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1291-421-00-270-021-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds for the FY 2024 (10.1.2023 to 9.30.2024) OCDETF Vehicle Lease Agreement in reference to investigation no. SW-TXS-1271H in the amount of \$10,800.00, pending COR by Co. Auditor. No county cash match required.

Revenue acct #3-1291-331-11-270-021-4-000 HIDTA TF OCDETF VEHICLE LEASE/FUEL REV

Attachments

COR Request Email

Appropriation

FY 2024 OCDETF Vehicle Lease Agreement

Form Review

Inbox

Budget & Management

Ivan Cantu

Final Approval

Form Started By: Maria Del Rosario Gonzalez

Reviewed By

Melannie Rivera

Ivan Cantu

Date

10/05/2023 02:44 PM

10/11/2023 10:17 AM

Started On: 10/05/2023 11:01 AM

Organized Crime Drug Enforcement Task Forces
FY 2024 Agreement
For the Use of OCDETF Strike Force Programs

UEI #: 1 0 3 1 1 0 8 3 4 EFT* Indicator:

Federal Tax Identification: 7 4 - 6 0 0 0 7 1 7

EXO USE ONLY
 DC#: A-32- _____

*If you need to add more than one set of financial information to your entity registration include the EFT indicator.

Amount Requested: 10,800.00

OCDETF Investigation Number:
SW-TXS-1271H

From: October 1, 2023
Beginning Date of Agreement
 To: September 30, 2024
Ending Date of Agreement

Federal Agency Investigation Number:
M5-21-0048

Strike Force Name:
Hidalgo County DA HIDTA Task Force
 Strike Force Address:
McAllen District Office Group D81

1200 N.Commerce Cener

McAllen, Texas 78501

State & Local Name:
Hidalgo County DA HIDTA Task Force
 State & Local Address:
 Attn: Juan Sifuentes

825 E. Sioux Rd.

Alamo, TX 78516

Sponsoring Federal Agency: DEA
 Lead Investigator: Alfonso Perez
 Phone Number: (956)333-6721
 Email Address: alfonso.perez@dea.gov

State & Local Supervisor: Commander Juan Sifuentes
 Phone Number: (956) 381-0444
 Email Address: jsifuentes2@hidtaskforce.u

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicle 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 Vehicle rental company.

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration**:

Finance Contact: Ashley Escalante, Grant Account SAM.gov Contact: Valde Guerra
 Phone Number: (956) 318-2511 Phone Number: (956) 292-7655
 Email Address: ashley.escalante@auditor.co.hi Email Address: valde.guerra@co.hidalgo.tx.us

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 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; the Operations Manager or Lead Strike Force Attorney; and the OCDETF Executive Office.

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 funding amount or type of 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 Program Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force Program must be completed whenever a State & Local Organization seeks reimbursement for permissible costs resulting from their participation in a Strike Force investigation. All agreements must be carefully reviewed and understood by the required approving officials.
4. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1st of a given year and ends on September 30th 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 imperative 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 Operations Manager/Lead Strike Force Attorney 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 Operations Manager/Lead Strike Force Attorney to submit a funding change notification to the State & Local Organizations stating that funding has been deobligated because of the ninety (90) day rule.
6. A list of costs for reimbursement by the Strike Force Program 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. The list must detail each expense expected to be purchased under the Agreement. For example, listing “Equipment” or “Surveillance Equipment” is unacceptable. Instead, all equipment should be listed separately (i.e., binoculars, cameras, camera mounts). Each expense listed on the cost estimate sheet must have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Operations Manager/Lead Strike Force Attorney must ensure the cumulative authorized expense commitments do not exceed the total Strike Force fund allocation
8. Reimbursement for any expenditure(s) above the Agreement amount must obtain prior approval by the Operations Manager/Lead Strike Force Attorney. Approval and a Cost Modification Form submitted to the OCDETF EXO are required before the extra expenses can be submitted for reimbursement being incurred. Please Note: this includes individual expenditure lines on the Agreement (for example, if there is a line for pole cameras, a line for rent, and a line for electric; the reimbursement for any one of those lines cannot be exceeded without a Cost Modification Form).
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 Operations Manager/Lead Strike Force Attorney 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 Strike Force by a State & Local program participant include the following: 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; and 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 reimbursed in advance and must be paid in arrears. Reimbursable Requests for rent are due on the first workday of a new month and must be for the month that just ended. Rent reimbursement depends on the permissibility and availability of funds under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code. Rental Reimbursement Requests can only be submitted within the period of performance on the Agreement. Any rent crossing the fiscal year must be split between the two fiscal years (For example, a rental agreement in which the performance dates are September 15th through October 15th will have to be split into two fiscal years. The first bill must be submitted in the current fiscal year to cover September 15th through September 30th. The second bill must be submitted in the following fiscal year to cover October 1st through October 15th.)
13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force for the duration of its existence. All equipment should be tagged and

tracked throughout the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing State & Local Organization. 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. Reimbursement Requests MUST be submitted from the State & Local agency to the Operations Manager/Lead Strike Force Attorney for expenses and equipment purchases during the month. The monthly Reimbursement Request must only contain expenses incurred during the corresponding month. Any deviation from monthly billing must be approved by the Operations Manager/Lead Strike Force Attorney and the OCDETF EXO.
15. For reimbursement of any investigation related expenses or equipment, regardless of cost, the State & Local Organizations must provide copies of all official procurement documents to the Operations Manager/Lead Strike Force Attorney along with the Reimbursement Request. Official procurement documents include purchase orders, service agreements, invoices, receiving documents, or related emails, faxes, and other vendor correspondence. If proper supporting documentation is not provided, OCDETF will not make reimbursement payments. Additionally, the cumulative amount of all reimbursements cannot exceed the Agreement amount without proper modification.
16. The sponsoring Federal agency considers DOJ a sharing participant of any assets seized and forfeited for the investigation.
17. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, 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. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. 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.
19. 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 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.

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: _____ **Commander**
Authorized State & Local Official *Title* *Date*
Juan Sifuentes
Print Name

Approved By: _____
Operations Manager/Lead Strike Force Attorney *Title* *Date*
Print Name

Funds are encumbered for the State & Local Organization costs specified above.
Subject to availability of funds.

Approving Official: _____
OCDETF Executive Office *Date*

Organized Crime Drug Enforcement Task Forces
Strike Force Agreement Cost Estimate

Name of Strike Force: Hidalgo County DA HIDTA Task Force

OCDETF Investigation Number: SW-TXS-1271H

The following is an estimate of operational costs expected to be incurred by State & Local law enforcement in an OCDETF Strike Force investigation. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>Description</u>	<u>Amount</u>
1.	<u>Lease of vehicle \$900 x 12 months</u>	<u>\$ 10,800.00</u>
2.	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>
6.	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>
8.	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>
11.	<u> </u>	<u> </u>
12.	<u> </u>	<u> </u>
13.	<u> </u>	<u> </u>

DATE: 10/16/2023

DEPARTMENT HEAD: Toribio "Terry" Palacios, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force / OCDETF VEHICLE LEASE FY2021

ACCOUNT NUMBER: Expenditure - 1291-421-00-270-021-4-000 AI- 92786

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)
3-1291-421-00-270-021-4-442	HIDTA TF/OCDETF VEHICLE LEASE/FUEL-EQUIP	\$10,800.00
TOTAL APPROPRIATIONS		<u>\$10,800.00</u>
3-1291-331-11-270-021-4-000	Organized Crime Drug Enforcement Task Force (OCDETF)	<u>\$10,800.00</u>
TOTAL REVENUES		<u>\$10,800.00</u>

Reason: To appropriate budget for the vehicle lease for investigator assigned to OCDETF investigation number SW-TXS-1271H.

Funding period is October 1, 2023 to September 30, 2024.

APPROVED BY
COMMISSIONER'S COURT

DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Subject: Certification of Revenues FY24 OCDETF LEASE



Rosie Gonzalez <rgonzalez@hidtaskforce.us>

Tue, Oct 10,
8:41 AM (23
hours ago)

to Ashley Escalante, Juan Sifuentes, Commander, Minerva Diaz

You are viewing an attached message.

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

Good morning Ashley,

Would you please prepare a certification of revenues for the OCDETF FY24 LEASE Grant Acct. # 3-1291-421-00-270-021-4-XXX.

The total amount will be \$10,800.00. Attached is the agreement which will be attached to the AI #92786.

This is the Agreement for FY24. I will also attach the appropriation of funds.

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