

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
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April 15, 2024

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 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, Letty Chavez, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the United States Department of Justice, Drug Enforcement Administration (DEA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$9,000.00	DEA TASK FORCE OFFICER-OVERTIME

CERTIFIED BY:

Letty Chavez 

4/15/2024
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-94907

HIDTA - Task Force 9. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 04/16/2024

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez

Department: HIDTA

CAPTION

DEA Task Force Officer (1281):

1. Authorization to pay overtime reimbursable under the DEA and Hidalgo County District Attorney's Office agreement terms and conditions.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2024 DEA and Hidalgo County District Attorney's Office agreement in the amount of \$9,000.00[✓] and appropriation of same.

BACKGROUND

Funding is for the period of 4/08/2024 to 9/30/2024 for FY 2024
 DEA and Hidalgo County District Attorney's Office agreement as approved by CC on 11/28/2023;
[✓] AI-93335.

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #: 4-1281[✓]-421-00-080[✓]-XXX-4-XXX

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

BUDGETARY IMPACT:

To appropriate budget for the overtime hours in relation to the DEA and District Attorney's Office Overtime Agreement pending certification of revenues by Co. Auditor.

Attachments

HIDTA DEA Agreement
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2024 01:48 PM
Final Approval	Veronica Ortiz	04/12/2024 03:44 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 04/10/2024 09:42 AM
Final Approval Date: 04/12/2024		

DATE: 4/10/2024

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

DEPARTMENT NAME: District Attorney's Office / HIDTA DEA OVERTIME FY2024

ACCOUNT NUMBER: Expenditure - 1281-421-00-080-027-4-131 AI-94907

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)
✓ 4-1281-421-00-080-027-4-131	DEA Task Force Officer-Overtime ✓	\$ 9,000.00 ✓
TOTAL APPROPRIATIONS		\$ 9,000.00
✓ 4-1281-331-12-080-027-4-000	DEA Task Force Officer-Federal Revenues ✓	\$ 9,000.00 ✓
TOTAL REVENUES		\$ 9,000.00

Reason: To appropriate budget for the overtime hours for investigator assigned to

Funding period is April 8, 2024 to September 30, 2024.

Note: Expenses relating to fringe benefits for the overtime hours are to be charge to the HIDTA Chp. 59 Budget (Account#4-1251-412-00-270-011-0-xxx)

APPROVED BY
COMMISSIONER'S COURT

____/____/____
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of November 2023, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Criminal District Attorney's Office (hereinafter "parent agency"), ORI Number TX108015A. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the parent agency agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 32 Special Agents to the Task Force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, HIDTA will provide funding to support the activities of DEA Special Agents, parent agency officer(s), and other specified employees (if any). This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the McAllen Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, may reimburse the parent agency for overtime payments. Annual overtime for each parent agency officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the parent agency officer(s) who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each parent agency officer(s), and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.

10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Daniel C. Comeaux
Special Agent in Charge

Date: _____

For the Hidalgo County Criminal District
Attorney's Office:

Toribio "Terry" Palacios
Criminal District Attorney

Date: 11-13-23