



HIDALGO COUNTY AUDITOR'S OFFICE

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www.hidalgocounty.us/294/Auditors-Office

September 29, 2026

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 commissioners 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, Letty Chavez, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court revenue received from U.S. Department of Justice in the amount of \$22,377.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purpose.

AMOUNT
\$22,377.00

PURPOSE
Grant# 1089211227
Constable Precinct #2 – DEA McAllen Task Force

CERTIFIED BY:

LETTY CHAVEZ
COUNTY AUDITOR

9/28/2026

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. JUAN R. ALVAREZ JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ORLANDO ESQUIVEL JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 449TH D.C. JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. NEREIDA LOPEZ-SINGLETERRY JUDGE, 476TH D.C.

AI-104822

Constable Pct. #2 12. B.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 09/29/2026

Submitted For: Martin Cantu, CONSTABLE PCT. #2 **Submitted By:** Vanessa Hernandez

Department: CONSTABLE PCT. #2

CAPTION

Constable Precinct 2 – DEA McAllen Task Force (1284):

1. Approval of a State and Local Task Force Agreement between the Hidalgo County Constable Precinct 2 Office and the United States Department of Justice, Drug Enforcement Administration (DEA), with authorization for Constable Martin Cantu to sign all pertinent documentation.
2. Requesting authorization to pay overtime reimbursable under the agreement terms and conditions.
3. Approval of certification of revenue, as certified by the County Auditor, for the ~~FY2026~~ Constable Precinct 2 Task Force Agreement in the amount of \$22,377.00 and appropriation of the same amount. ~~FY2027~~

BACKGROUND

Agreement term: 10/01/2026 – 9/30/2027

Fiscal Impact

CALENDAR YEAR: 2026

ACCT. #: 1284-21-292-000-0000-501310-

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

To appropriate overtime funds. Funding Period 10/01/2026 to 09/30/2027. Note: Expenses relating to fringe benefits for the overtime hours are to be charged to Hidalgo County Constable Pct. 2 General Fund Budget.

Attachments

Appropriation

Tyler JE

Agreement

salary table

COR request

legal approval

Form Review

Inbox

Budget and Management

Final Approval

Form Started By: Vanessa Hernandez

Final Approval Date: 09/23/2026

Reviewed By

Veronica Ortiz

Monica Salinas

Date

09/21/2026 02:46 PM

09/23/2026 04:09 PM

Started On: 09/18/2026 02:50 PM

DRUG ENFORCEMENT ADMINISTRATION
STATE AND LOCAL LAW ENFORCEMENT AGENCY
MEMORANDUM OF AGREEMENT

This agreement is made this 1st day of October 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Constable Precinct 2 (hereinafter "parent agency"), ORI Number TX1081900; Unique Entity Identifier (UEI#) F9PJT8WL4D55. 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, controlled substances pharmaceuticals, and/or listed chemicals exists in the South 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 District Office will perform the activities and duties described below:
 - a. Disrupt the illicit drug traffic in the South Central and South Texas area by immobilizing targeted violators and trafficking organizations;
 - b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, "trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA office's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth or Territory of Texas.
 - d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping" prescription forgery and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the South Central and South Texas area; if applicable.
2. To accomplish the objectives of the McAllen District Office, the parent agency agrees to detail experienced officer(s) to the McAllen District Office for a period of not less than two years¹. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA office.
3. The parent agency officer(s) assigned to the McAllen District Office shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA office. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA office.

¹ The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.
5. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) (TFOs) of DEA pursuant to 21 USC 878.
6. To accomplish the objectives of the Click or tap here to enter text, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA office. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR) or HIDTA Funded.

Applicable Funding Source(s)

☒ DEA Program Funded ☐ SPEAR ☐ HIDTA ☐ DEA Provisional

- a) **DEA Program Funded** – To accomplish the objectives of the McAllen District Office, will assign DEA Special Agent(s) to the DEA office and up to **one** officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officer(s). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) to the DEA office. 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.
- b) **Synthetics Precursors Enforcement Regulations (SPEAR) (Fee Funded)** - DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and up to **zero** officer(s) assigned to the DEA office. This support will include vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA office purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded) - Subject to the availability funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to **zero** 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. 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).

- c) **DEA Provisional** - DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to **zero** officer(s) assigned to the DEA office. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA office, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA office, and for making all payments due to them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement 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 on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during the invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its TFOs. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to the Houston Field Division process coordinator email box Invoice.Houston@dea.gov
Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."

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

9. 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.

10. 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.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. 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.

13. The parent agency's signature to this agreement certifies the parent agency's compliance with the certifications required under 28 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the parent agency's certification of compliance with these requirements. The parent agency has accordingly reviewed these regulations.

14. 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.

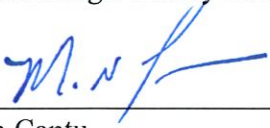
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the DEA office, including reimbursement of overtime, is subject to the availability of 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 30 days of the end of the fiscal year or within 30 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:

Miguel A. Madrigal
Special Agent in Charge
San Antonio Field Division

Date: _____

For the Hidalgo County Constable Precinct 2:



Martin Cantu
Constable

Date: 9/23/26



U. S. Department of Justice
Drug Enforcement Administration
San Antonio Field Division
5555 Northwest Parkway, Suite 101
San Antonio, Texas 78249

www.dea.gov

September 17, 2026

Martin Cantu
Constable
Hidalgo County Constable Precinct 2
300 W. Hall Acres, Suite E
Pharr, Texas 78577

Dear Constable Cantu,

On behalf of the San Antonio Field Division, I would like to thank your agency for its continued partnership and support of the Task Force Program. Your agency's collaboration and commitment to joint enforcement efforts remain vital to the success of our shared mission.

Enclosed is the Memorandum of Agreement, which identifies the applicable funding source(s) associated with your agency's participation. It will remain in effect for a period of five years and includes a new invoicing requirement.

Please review the agreement, obtain the appropriate signatures, including electronic signatures if preferred, and return the executed document to Houston.TFO.Program@dea.gov by September 25, 2026. A fully executed copy will be provided for your records upon completion of the signature process.

If you have any questions or require assistance, please contact the email address provided above.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Madrigal".

Miguel A. Madrigal
Special Agent in Charge

Enclosure

Salary Table 2026-RUS
Incorporating the 1% General Schedule Increase and a Locality Payment of 17.06%
For the Locality Pay Area of Rest of U.S.
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 26,437	\$ 27,323	\$ 28,202	\$ 29,078	\$ 29,954	\$ 30,468	\$ 31,338	\$ 32,214	\$ 32,250	\$ 33,067
2	29,725	30,432	31,418	32,250	32,611	33,569	34,528	35,487	36,445	37,404
3	32,435	33,517	34,598	35,680	36,762	37,843	38,925	40,006	41,088	42,170
4	36,409	37,623	38,837	40,051	41,265	42,479	43,693	44,907	46,120	47,334
5	40,736	42,094	43,452	44,809	46,167	47,525	48,883	50,241	51,599	52,957
6	45,409	46,922	48,436	49,950	51,463	52,977	54,490	56,004	57,517	59,031
7	50,460	52,142	53,824	55,506	57,188	58,871	60,553	62,235	63,917	65,599
8	55,882	57,745	59,607	61,469	63,332	65,194	67,057	68,919	70,781	72,644
9	61,722	63,780	65,838	67,896	69,954	72,012	74,070	76,128	78,186	80,243
10	67,970	70,235	72,500	74,765	77,030	79,295	81,560	83,825	86,091	88,356
11	74,678	77,168	79,658	82,148	84,638	87,128	89,618	92,107	94,597	97,087
12	89,508	92,491	95,475	98,459	101,443	104,427	107,411	110,395	113,378	116,362
13	106,437	109,985	113,533	117,081	120,629	124,177	127,725	131,273	134,822	138,370
14	125,776	129,969	134,162	138,356	142,549	146,742	150,935	155,128	159,321	163,514
15	147,945	152,877	157,809	162,740	167,672	172,604	177,536	182,467	187,399	192,331

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

DATE: September 18, 2026

DEPARTMENT HEAD: Martin Cantu, Constable

2026
Appropriation



DEPARTMENT NAME: Constable Precinct 2

AI-104822/ CC 09/29/2026

ACCOUNT NUMBER: 1284-21-292-000-0000-XXXXXX

Contact Person: Vanessa Hernandez Ph#: ext. 2307

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)	Project String/ Description		AMOUNT
	Project String	Description	
1284-21-292-000-0000-501310	2920011227-Grant-Salary-OT Pay	MCALLEN DEA TF OVERTIME PAY	22,377.00
1284-00-292-000-0000-431120	2920011227-Fed Grant-DOJ-FY2027	FY2027 CPCT2 MCALLEN DEA TF	22,377.00
TOTAL BUDGET INCREASE (DECREASE)			22,377.00

REASON: To appropriate overtime funds. Funding Period 10/01/2026 to 09/30/2027. Note: Expenses relating to fringe benefits for the overtime hours are to be charged to Hidalgo County Constable Pct. 2 General Fund Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



Vanessa Hernandez <vanessa.hernandez@co.hidalgo.tx.us>

Memorandum of Agreement DEA

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Wed, Sep 23, 2026 at 8:43 AM

To: Fernando Gaitan <fernando.gaitan@co.hidalgo.tx.us>, Vanessa Hernandez <vanessa.hernandez@co.hidalgo.tx.us>, Martin Cantu <martin.cantu@co.hidalgo.tx.us>

Chief Gaitan,

Our office has reviewed the proposed MOA between Const. Pct. 2 and the DEA. Our office has no questions or concerns, please proceed accordingly. The agenda item should seek authorization for Constable Cantu to execute the Agreement.

Respectfully,

Victor M. Garza

Chief Administrative Attorney

Hidalgo County Criminal District Attorney's Office

Toribio "Terry" Palacios

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

(956) 292-7000 EXT. 8185

(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

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Vanessa Hernandez <vanessa.hernandez@co.hidalgo.tx.us>

Certification of Revenues- Constable Pct. 2 DEA TFO Agreement FY27

1 message

Vanessa Hernandez <vanessa.hernandez@co.hidalgo.tx.us>

Wed, Sep 23, 2026 at 9:51 AM

To: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Reynaldo Cantu <reynaldo.cantu@auditor.co.hidalgo.tx.us>, Merlen Munoz <merlen.munoz@auditor.co.hidalgo.tx.us>, Isabel Rodriguez <isabel.rodriguez@auditor.co.hidalgo.tx.us>
Cc: Fernando Gaitan <fernando.gaitan@co.hidalgo.tx.us>, Martin Cantu <martin.cantu@co.hidalgo.tx.us>

Good Morning

Please let this email serve as a request for the preparation of a Certification of Revenues for McAllen DEA TF Overtime Pay agreement in the amount of \$22,377.00. This agreement is being presented to CC on the meeting of 09/29/2026 under AI-104822

Thank you!

Account Number

27

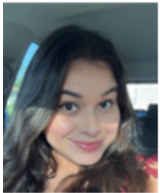
EXP:1284-21-292-000-0000-501310 Project String: 2920011226-Grant-Salary-OT Pay (MCALLEN DEA TF OVERTIME PAY)

27

REV:1284-00-292-000-0000-431120 Project String: 2920011226-Fed Grant-DOJ-FY2026 (FY2026 CPCT2 MCALLEN DEA TF)

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Vanessa Hernandez

Administrative Assistant III

📍 300 W. Hall Acres Suite E. Pharr,
Texas 78577

📞 (956) 784-3510 Ext. 2307
Vanessa.hernandez@co.hidalgo.tx.us