

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.

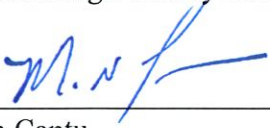
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the DEA office, including reimbursement of overtime, is subject to the availability of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