

U. S. Department of Justice Drug Enforcement Administration Houston Division 1433 West Loop South, Suite 600 Houston, Texas 77027

www.dea.gov

July 11, 2016

Isidro R. Alaniz
District Attorney
Webb & Zapata County District Attorney's Office
1110 Victoria Street, Suite 401
Laredo, Texas 78040

Dear District Attorney Alaniz:

Thank you for your continued support of the Drug Enforcement Administration. Your participation in the State and Local Task Force Program allows us to jointly and effectively serve the Laredo community as a whole.

Enclosed for your review and signature is the Task Force Agreement for Fiscal Year 2017, as well as a self-addressed envelope for your convenience. Once all signatures are obtained, a courtesy copy will be sent to your office for your records.

Please contact me at 713-693-3001 or Assistant Special Agent in Charge James R. Reed at 956-523-6106 with questions regarding any Task Force matters.

Sincerely,

Special Agent in Charge

Enclosures

## STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1<sup>st</sup> day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Webb and Zapata County District Attorney's Office (hereinafter "WZCDAO"). 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 Laredo, 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 Laredo HIDTA Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Laredo, 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 Laredo HIDTA Task Force, the WZCDAO agrees to detail seven (7) experienced officer(s) to the HIDTA Task Force for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3. The WZCDAO 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 WZCDAO 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 HIDTA Task Force, DEA will assign 11 Special Agents to the Task Force. HIDTA 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 WZCDAO officer(s) to the Task Force. 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 HIDTA Task Force, the WZCDAO will remain responsible for establishing the salaries and benefits, including overtime, of the WZCDAO officer(s) assigned to the Task Force and for making all payments due them. HIDTA will,

subject to availability of funds, reimburse the WZCDAO for overtime payments made by it to the WZCDAO officer(s) assigned to the Laredo HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$17,753.00, per officer. 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 WZCDAO charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8. The WZCDAO 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 WZCDAO 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 WZCDAO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.
- 10. The WZCDAO 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 WZCDAO agrees that an authorized officer 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 WZCDAO acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.
- 12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the WZCDAO 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 WZCDAO understands and agrees that no HIDTA funding will be provided to the WZCDAO for the purchase of vehicles. If the WZCDAO provides the Task Force Officer(s) with a vehicle, the DEA will pay for fuel. The investigation and management of any accidents involving the vehicle operated by WZCDAO personnel shall comply with and adhere to the policies and procedures of the WZCDAO pertaining to such accidents to the extent that they do not conflict with DEA and Federal government rules, regulations, policies and procedures.

- 14. While on duty and acting on Task Force business, the WZCDAO officer(s) assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The WZCDAO acknowledges that the United States is liable for the actions of task force officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.
- 15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by WZCDAO during the term of this agreement.

For the pring Enforcement Administration:

Joseph M. Arabit

Special Agent in Charge

Date: 3/12/12

For the Webb and Zapata County District Attorney's Office:

Isidro R. Alaniz

District Attorney

Date: 7-18/6