



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

[www.dea.gov](http://www.dea.gov)

July 31, 2017

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 2018, 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 713-693-3009 or Assistant Special Agent in Charge James R. Reed at 956-523-6106 with questions regarding any Task Force matters.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Whipple".

Steven S. Whipple, Acting  
Special Agent in Charge

Enclosures

## STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1<sup>st</sup> day of October 2017, 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 44 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 \$18,042.00, 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.

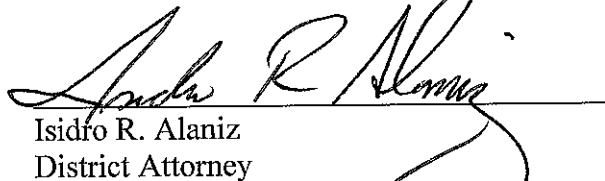
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by WZCDAO during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Steven S. Whipple, Acting  
Special Agent in Charge

Date: \_\_\_\_\_

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

  
\_\_\_\_\_  
Isidro R. Alaniz  
District Attorney

Date: 8-14-17

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (Grantee = Agency)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*Andrew R. Almon*

8-14-17