



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

www.dea.gov

August 17, 2020

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

Dear District Attorney Alaniz:

Enclosed for your review and signature is the Task Force Agreement and OJP Form for Fiscal Year 2021. It is respectfully requested that the signed documents be returned via email in PDF format by September 28, 2020, at the email listed below. Once all signatures are obtained, courtesy copies will be emailed to your office point of contact.

You will notice that the total dollar amount of the overtime reimbursement in paragraph six has been removed. While the amount of the reimbursement has not changed from \$19,180.25, the exact dollar amount was removed from the agreement in order to allow us to better internally manage the funding.

Thank you for your continued support of the Drug Enforcement Administration Houston Division. Your unwavering commitment to provide investigative resources is vital and important. We look forward to continuing to work with you and the Webb & Zapata District Attorney's Office.

If you have any questions, please contact Program Support Specialist Myrna Garcia Robles at 571-324-8327 or by email myrna.garcia.robles@usdoj.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Whipple", written over a light blue horizontal line.

Steven S. Whipple
Special Agent in Charge

Enclosures

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Webb & Zapata District Attorney's Office (hereinafter "WZDAO"), ORI Number TX240015A. 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 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 Task Force, the WZDAO agrees to detail seven experienced officer(s) to the Laredo Task Force for a period of not less than two years. During this period of assignment, the WZDAO officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The WZDAO 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 WZDAO 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 Laredo Task Force, DEA will assign 32 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 WZDAO 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 Laredo Task Force, the WZDAO 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 funds,

reimburse the WZDAO for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the 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 investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **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 WZDAO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WZDAO 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 WZDAO 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 WZDAO 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 sooner.

10. The WZDAO 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 WZDAO 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 WZDAO acknowledges that this agreement will not take effect and no federal funds will be awarded to the WZDAO 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 WZDAO 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 WZDAO understands and agrees that no HIDTA funding will be provided to the WZDAO officer(s) for the purchase of vehicles. If the WZDAO provides the officer(s) with a vehicle, DEA will be financially responsible for the purchase of fuel. Accidents involving the vehicles to

WZDAO personnel shall adhere to WZDAO policies and procedures 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 WZDAO 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 HIDTA Executive Committee 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, 2021. 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 WZDAO during the term of this agreement.

For the Drug Enforcement Administration:

Steven S. Whipple
Special Agent in Charge

Date: _____

For the Webb & Zapata District Attorney's Office:

Isidro R. Alaniz
District Attorney

Date: _____