

TACTICAL DIVERSION TASK FORCE AGREEMENT – FY2014

This agreement is made this 1st day of October, 2013, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fort Bend County Sheriff's Office (hereinafter "FBCSO"). 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 controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the metropolitan Houston, Texas area, the parties hereto agree to the following:

1. The DEA Houston Tactical Diversion Squad (TDS) Task Force will perform the activities and duties described below:
 - a. 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 metropolitan Houston, Texas area;
 - b. Investigate, gather and report intelligence data relating to 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 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 DEA Houston Tactical Diversion Squad Task Force, the FBCSO agrees to detail one (1) experienced officer to the DEA Houston Tactical Diversion Squad Task Force for a period of not less than two years. During this period of assignment, the FBCSO officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The FBCSO officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force. FBCSO Officers assigned to the DEA Houston Tactical Diversion Squad Task Force shall also remain subject to the policies, procedures and regulations of their parent agency. Any conflict between DEA's policies and procedures and those of the FBCSO shall be resolved by the DEA Special Agent in Charge and the Sheriff of the Fort Bend Sheriff's Office.
4. The FBCSO officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the DEA Houston Tactical Diversion Squad Task Force, DEA will assign at least two (2) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to

support the activities of the DEA Special Agents and FBCSO officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the DEA Houston Tactical Diversion Squad Task Force, the FBCSO will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to FBCSO officer assigned to the TDS 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 \$17,202.25), 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 FBCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The FBCSO 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 FBCSO 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 FBCSO 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 sooner.

10. The FBCSO 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 FBCSO 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 FBCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the FBCSO by DEA until the completed certification is received.

12. It is agreed that assets seized during Tactical Diversion Squad Task Force initiated investigations will be forfeited under 21 USC 881 and/or 853 and will be shared proportionately as to manpower by each agency, DEA, and in accordance with the Attorney General's Guidelines on Seized and Forfeited Property. All parties acknowledge, however, that the

distribution of assets forfeited under Federal law is within the discretionary authority of the Department of Justice.

13. In the event a DEA employee/FBCSO officer is involved in a shooting or other critical incident, which is the direct result of a Tactical Diversion Squad Task Force investigation, the agency with primary jurisdiction agrees to allow any other task force agency involved in the incident to conduct a parallel administrative investigation as long as the parallel investigation does not interfere with or jeopardize the primary investigation. If more than one agency is involved in the incident, the agencies agree to share any information resulting from the parallel investigation(s), consistent with the sharing agency's rules and regulations, and where applicable, the Privacy Act at 5 USC Section 552a. FBCSO officers are responsible to their parent agency and will be guided by those policies and procedure in the event of an investigation. DEA employees on the Tactical Diversion Squad will be bound by DEA policies and procedure during an investigation.

14. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the FBCSO shall clearly state: (1) the 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 project or program.

15. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2014. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by FBCSO during the term of this agreement.

For the Drug Enforcement Administration:

Javier F. Peña
Special Agent in Charge

Date: _____

For the County of Fort Bend:

Robert Hebert
County Judge

Date: 9-24-13