

**FY 2023 TACTICAL DIVERSION TASK FORCE AGREEMENT**  
**DALLAS FIELD DIVISION**  
**TACTICAL DIVERSION SQUAD (FORT WORTH)**  
**TARRANT COUNTY SHERIFF'S OFFICE**

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Tarrant County Sheriff's Office ORI# TX2200000 (hereinafter "Tarrant CSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the Tarrant County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Tarrant County, the parties hereto agree to the following:

- 1 The Tactical Diversion Squad (Fort Worth) 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 Tarrant County 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 Tactical Diversion Squad (Fort Worth), the Tarrant CSO agrees to detail one (1) experienced officer to the Tactical Diversion Squad (Fort Worth) for a period of not less than two years. During this period of assignment, the Tarrant CSO officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
- 3 The Tarrant CSO 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.
- 4 The Tarrant CSO officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Tactical Diversion Squad (Fort Worth), DEA will assign three (3) Special Agents and one (1) Diversion Investigator to the Task Force. 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 one (1) Tarrant CSO 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 Tactical Diversion Squad (Fort Worth), the Tarrant CSO will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Tarrant CSO for overtime payments. Annual overtime for each state or 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 or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during 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. The Tarrant CSO will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***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 Tarrant CSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The Tarrant CSO 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 Tarrant CSO 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 Tarrant CSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The Tarrant CSO 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 Tarrant CSO 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 Tarrant CSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Tarrant CSO by DEA 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 in part with Federal money, the Tarrant CSO 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.
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task Force 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 60 days of the end of each fiscal year or within 60 days of termination of this agreement. DEA will be responsible only for obligations incurred by the Tarrant CSO during the term of this agreement on a fiscal year basis, subject to the availability of funds.

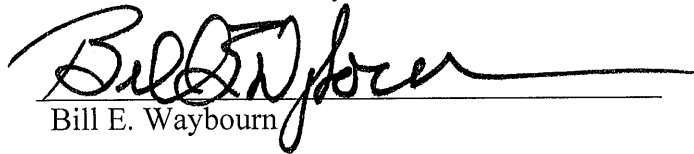
For the Drug Enforcement Administration:

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Eduardo A. Chávez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Special Agent in Charge

For the Tarrant County Sheriff's Office:

  
\_\_\_\_\_  
Bill E. Waybourn

10-27-22  
Date

\_\_\_\_\_  
Sheriff


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SIGNED AND EXECUTED this \_\_\_\_ day of  
\_\_\_\_\_, 2021 2.

COUNTY OF TARRANT  
STATE OF TEXAS

B. Glenn Whitley  
County Judge

APPROVED AS TO FORM:

  
Criminal District Attorney's Office

10-20-22