

## **COOPERATIVE STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1<sup>st</sup> day of April, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County DA HIDTA Task Force (hereinafter "HCDHTF"). 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 McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The McAllen OCDETF Strike Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the 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 McAllen OCDETF Strike Force, the HCDHTF agrees to detail one (1) experienced officer(s) to the McAllen OCDETF Strike Force for a period of not less than two years. During this period of assignment, the HCDHTF officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HCDHTF officer(s) 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 HCDHTF officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the McAllen OCDETF Strike Force, DEA will assign 29 Special Agents to the Task Force. DEA 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 officer(s) assigned 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. The HCDHTF 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.

7. 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. DEA will be responsible only for obligations incurred by HCDHTF during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Will R. Glaspy  
Special Agent in Charge

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

For the Hidalgo County DA HIDTA Task Force:

\_\_\_\_\_  
Ricardo Rodriguez  
Hidalgo County Criminal District Attorney

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