

# COB - BOSAIR FORM

11/18/2025 1:11 PM (MST)

Submitted by Jana.Wilson@sheriff.pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: CT SD CT2500000077

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Signature Only:

YES

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Federal Bureau of Investigations

Project Title / Description: Cost Reimbursement Agreement

Purpose: To partner with federal law enforcement to detect, investigate, and prosecute crimes against the United States

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Identify, disrupt, and investigate crimes against the United States.

Public Benefit and Impact: Public Safety and reduction of crimes.

Budget Pillar: • Improve the quality of life

Support of Prosperity Initiative: • C-S-3. Prevent and Reduce Crime

Provide information that explains how this activity supports the selected Prosperity Initiatives: It provides safety and reduction of crimes.

Metrics Available to Measure Performance: Amount of monthly hours worked on the task force.

Retroactive:

YES

Retroactive Description:

Awaiting authorization from the federal government. Need this to be approved given the nature of the agreement is to provide safety and reduced crime.

Original / Award Information

Record Number: CT SD CT2500000077

Document Type: CT

Department Code: SD

Contract Number: CT2500000077

Commencement Date: 09/07/2025

Termination Date: 09/07/2026

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$50,000.00

Funding Source Name(s)  
Required: General Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Sheriff's Department

Name: Jana Wilson

Telephone: 5203513322

Add Procurement Department Signatures

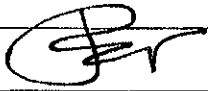
No

Add GMI Department Signatures

No

Department Director Signature: Mandy Armenta

Date: 11/19/25

Deputy County Administrator Signature:  Date: 11/20/2015

County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**FEDERAL BUREAU OF INVESTIGATION**  
**Southern Arizona Child Exploitation and Human Trafficking Task Force**  
**Cost Reimbursement Agreement**

**SACEHTTF File No.: 305-PX-C4123973**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Southern Arizona Child Exploitation and Human Trafficking Task Force (SACEHTTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Pima County Sheriff's Department (PCSD), located at 1750 E Benson Hwy, Taxpayer Identification Number: 866000543, and Telephone Number: 520-351-4600, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI SACEHTTF Memorandum of Understanding (MOU) signed by the Chief Special Agent of PCSD on September 7, 2025, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse PCSD for overtime payments made to officers assigned to and working full time on SACEHTTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Phoenix Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at PCSD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI SACEHTTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to PCSD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, PCSD shall establish an account online in the System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov). Verification of PCSD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Phoenix Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify PCSD of the applicable annual limits prior to October 1st of each year.

6. The number of PCSD deputies assigned full-time to the SACEHTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the SACEHTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

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Revised 05/24/2022

7. Prior to submission of any overtime reimbursement requests, PCSD shall prepare an official document setting forth the identity of each officer assigned full-time to the PCSD, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Phoenix Field Office SACEHTTF personnel to maintain in FBI records.

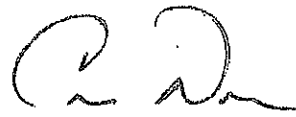
8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the SACEHTTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of PCSD's participation on the SACEHTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation  
Heith Janke

  
\_\_\_\_\_  
Sheriff  
Pima County Sheriff's Department  
Chris Nanos

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

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

\_\_\_\_\_  
Financial Liaison Specialist  
Federal Bureau of Investigation  
James Flood

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

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**FEDERAL BUREAU OF INVESTIGATION  
SOUTHERN ARIZONA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK  
FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Pima County Sheriff's Department** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the **Southern Arizona Child Exploitation and Human Trafficking Task Force (SACEHTTF)** personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

**MISSION**

4. The mission of the Southern Arizona Child Exploitation and Human Trafficking Task Force (SACEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.
5. The defined priority threats that are aligned with the mission of the CEHTTFs are:
  - a. **Child Abductions (Non-Ransom and Ransom)**

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- b. Production/Manufacturing of Child Sexual Abuse Material
- c. Sextortion
- d. Electronic Groups/Organizations/Enterprises for Profit
- e. Travelers/Enticement
- f. Traders/Distributors of Child Sexual Abuse Material
- g. Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity
- h. Human Trafficking
- i. Child Sex Trafficking
- j. Adult Sex Trafficking
- k. Forced Labor
- l. Domestic Servitude
- m. International Parental Kidnapping
- n. Possessors of Child Sexual Abuse Material
- o. Child Sex Tourism
- p. Unlawful Flight to Avoid Prosecution – Parental Kidnapping
- q. All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction

**SUPERVISION AND CONTROL**

**A. Supervision**

- 6. Overall management of the SACEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
- 7. The Special Agent in Charge (SAC) of the FBI Phoenix Field Office shall designate one Supervisory Special Agent (SACEHTTF Supervisor) to supervise the SACEHTTF. The SACEHTTF Supervisor may designate a Special Agent to serve as the SACEHTTF Coordinator.
- 8. Conduct undertaken outside the scope of an individual's SACEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SACEHTTF Supervisor or SACEHTTF Coordinator. As stated below, neither the United States nor the FBI shall be responsible for such conduct.
- 9. SACEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SACEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
- 10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

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11. All SACEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).
12. SACEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
13. Continued assignment of personnel to the SACEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SACEHTTF Supervisor will also retain discretion to remove any individual from the SACEHTTF.

**B. Case Assignments**

14. The FBI SACEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing SACEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SACEHTTF Supervisor.
16. For FBI administrative purposes, SACEHTTF cases will be entered into the relevant FBI computer system.
17. SACEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the SACEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

19. It is agreed that matters designated to be handled by the SACEHTTF will not knowingly be subject to non-SACEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SACEHTTF's existence and areas of concern.
20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SACEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.
21. SACEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

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**B. Confidential Human Sources**

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SACEHTTF personnel will be limited to those situations where it is essential to the effective performance of the SACEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
23. Non-FBI SACEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SACEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SACEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a SACEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SACEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SACEHTTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SACEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
28. SACEHTTF reports prepared in cases assigned to SACEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
29. Records and reports generated in SACEHTTF cases which are opened and assigned by the SACEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SACEHTTF.
30. SACEHTTF investigative records maintained at the **Phoenix** Field Office of the FBI will be available to all SACEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

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31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SACEHTTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SACEHTTF personnel.
32. All SACEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SACEHTTF Supervisor approval.
33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

**INFORMATION SHARING**

34. Records or reports created or obtained by the SACEHTTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the SACEHTTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Pima County Sheriff's Department receives a request pursuant to Arizona's public records statute, A.R.S. 39-121, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SACEHTTF records, the Pima County Sheriff's Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
35. No information possessed by the FBI, to include information derived from informal communications between SACEHTTF personnel and FBI employees not assigned to the SACEHTTF, may be disseminated by SACEHTTF personnel to non-SACEHTTF personnel without the approval of the SACEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SACEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
36. The Parties acknowledge that this MOU may provide SACEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SACEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

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37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

**PROSECUTIONS**

42. SACEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
43. A determination will be made on a case-by-case basis whether the prosecution of SACEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SACEHTTF.
44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SACEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods

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employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

48. All SACEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

49. The parent agency of each individual assigned to the SACEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
50. The parent agency of each individual assigned to the SACEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

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The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

51. SACEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

52. Local and state law enforcement personnel designated to the SACEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SACEHTTF or until the termination of the SACEHTTF, whichever comes first.
53. Deputized SACEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SACEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SACEHTTF to be deputized while assigned to the SACEHTTF. The FBI will secure the required authorization for deputations, as needed.
55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SACEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

**VEHICLES**

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SACEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SACEHTTF personnel will require the execution of a separate Vehicle Use Agreement.
57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SACEHTTF business.

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58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SACEHTTF.
59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

**SALARY/OVERTIME COMPENSATION**

60. The FBI and each participating agency remain responsible for all personnel costs for their SACEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SACEHTTF personnel assigned full-time to SACEHTTF, provided overtime expenses were incurred as a result of SACEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SACEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

62. Property utilized by the SACEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SACEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SACEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SACEHTTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

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**FORFEITURES**

- 64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SACEHTTF operations.
- 65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SACEHTTF investigations may be equitably shared with the agencies participating in the SACEHTTF.

**DISPUTE RESOLUTION**

- 66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SACEHTTF's objectives.
- 67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

- 68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO CEHTTF AND SECURITY CLEARANCES**

- 70. If a participating agency candidate for the SACEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SACEHTTF, the participating agency will be so advised and a request will be made for another candidate.
- 72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- 73. Before receiving unescorted access to FBI space identified as an open storage facility, SACEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SACEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

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74. Upon departure from the SACEHTTF, each individual whose assignment to the SACEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SACEHTTF.
76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SACEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

**77. COMMON LAW TORT CLAIMS**

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3)."

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78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the CEHTTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI **Phoenix** Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SACEHTTF personnel.
79. Unless otherwise authorized by the FBI, liability for any conduct by SACEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SACEHTTF shall not be the responsibility of the FBI or the United States.

#### DURATION

80. The term of this MOU is for the duration of the SACEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
81. Any participating agency may withdraw from the SACEHTTF at any time by written notification to the SACEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SACEHTTF at least 30 days prior to withdrawal.
82. Upon termination of this MOU, all equipment provided to the SACEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SACEHTTF participation.

#### MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.
84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.


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SIGNATORIES

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation  
Phoenix Field Office  
Heith Janke

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sheriff  
Pima County Sheriff's Department  
Chris Nanos

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Pima County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

 **SEAN HOLGUIN**  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Date

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