



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/02/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Department of Treasury

***Project Title/Description:**

United States Secret Service's Arizona Cyber Fraud Task Force.

***Purpose:**

Assist in official investigations conducted by the Arizona Cyber Fraud Task Force.

***Procurement Method:**

This MOU is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Assist in official investigations conducted by the Arizona Cyber Fraud Task Force to reduce cyber fraud in Arizona.

***Public Benefit:**

Reduce the amount of cyber fraud in the State of Arizona.

***Metrics Available to Measure Performance:**

Amount of monthly hours worked on the task force.

***Retroactive:**

No.

TO: COB 7-18-22 Q
Vers.: 1
pgs: 7

JUL18'22 PM0111 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 23*003
 Commencement Date: 08/02/2022 Termination Date: Perpetual Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ 0.00 * ☒ Revenue Amount: \$ 15,000.00

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☒ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature: [Signature] Date: 7/7/2022

Deputy County Administrator Signature: [Signature] Date: _____

County Administrator Signature: [Signature] Date: 7/11/2022

RESOLUTION 2022 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES SECRET SERVICE AND PIMA COUNTY FOR LAW
ENFORCEMENT ASSISTANCE IN CONDUCTING OFFICIAL INVESTIGATIONS BY THE
ARIZONA CYBER FRAUD TASK FORCE.**

The Board of Supervisors of Pima County, Arizona finds:

1. The Treasury Forfeiture Fund ("TFF") was established in 1992 as the receipt account for the deposit of non-tax forfeitures made pursuant to laws enforced or administered by Treasury and Department of Homeland Security law enforcement agencies. The Treasury Executive Office for Asset Forfeiture ("TEOAF") was established to administer the Treasury Forfeiture Fund ("TFF") to affirmatively influence the consistent and strategic use of asset forfeiture to disrupt and dismantle criminal enterprises.
2. The TEOAF is authorized to pay from the TFF certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers that are involved joint operations with a Department of the Treasury law enforcement organization. The TEOAF offers agreements to State and Local law enforcement agencies for reimbursement of overtime and other authorized expenses incurred while assisting in a joint operation.
3. The TEOAF, through the United States Secret Service ("USSS"), has offered the Pima County Sheriff's Department a Memorandum of Understanding for the reimbursement of overtime costs and other authorized expenses incurred while assisting in official investigations conducted by the Arizona Cyber Fraud Task Force ("the MOU"), attached to this Resolution as **Exhibit A**.
4. The TEOAF and the USSS require the MOU to be signed by an authorized official of the State or Local law enforcement agency.
5. It is in the best interests of the residents of Pima County to accept the Memorandum of Understanding between the Pima County Sheriff's Department and the United States Secret Service for the reimbursement of overtime costs and other authorized expenses.

NOW, THEREFORE, BE IT RESOLVED AS SET FORTH ON THE FOLLOWING PAGE:

- A. The Sheriff of Pima County or his designee, is authorized and directed to, on behalf of the Pima County Board of Supervisors, accept and sign the Memorandum of Understanding between the Pima County Sheriff's Department and the United States Secret Service for the reimbursement of overtime costs and other authorized expenses as directed by the TEOAF and the USSS.
- B. The Sheriff of Pima County or his designee is authorized and directed, on behalf of the Pima County Board of Supervisors, to execute any other amendments or modifications required by the TEOAF and USSS in carrying out County's duties under the MOU.

Passed and adopted, this _____ day of _____, 2022.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PIMA COUNTY SHERIFF'S DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Pima County Sheriff's Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Pima County Sheriff's Department and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Pima County Sheriff's Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Pima County Sheriff's Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Arizona Cyber Fraud Task Force in conducting official investigations. The Pima County Sheriff's Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service Arizona Cyber Fraud Task Force.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual

hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

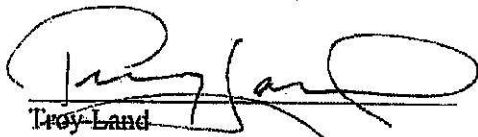
- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Asset Forfeiture Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Arizona Cyber Fraud Task Force, the Pima County Sheriff's Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Pima County Sheriff's Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller 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. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Pima County Sheriff's Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.

- (i) The Pima County Sheriff's Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Pima County Sheriff's Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Pima County Sheriff's Department and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Tucson Resident Office


Troy Land
Resident Agent in Charge

3-31-2022
Date

Pima County Sheriff's Department


for Sheriff Chris Nanos

4/6/22
Date

U.S. Secret Service
Office of Investigation
Criminal Investigations Division

for Jason Kane
Special Agent in Charge

Date

PIMA COUNTY

A handwritten signature in black ink, appearing to read "Chris Nanos", written over a horizontal line.

Chris Nanos, Sheriff

July 06, 2022

Date