

**52743**

September 13, 2016

TO: Board of Acquisition and Contract

FROM: George N. Longworth, Commissioner-Sheriff  
Department of Public Safety

RE: Authority to:

- 1) enter into a Memorandum of Understanding with the Federal Bureau of Investigation (“FBI”) pursuant to which the County, through its Department of Public Safety, will participate in the New York Cyber Task Force (the “Task Force”) for the purpose of coordinating, integrating and sharing pertinent information related to cyber threat investigations for a term commencing upon full execution thereof and continuing for the duration of the Task Force’s operation, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the County or on 30 days prior written notice; and
- 2) enter into a Cost Reimbursement Agreement with the FBI pursuant to which the FBI will, subject to availability of the required funding, reimburse the County for overtime payments made to the detective assigned full-time to the Task Force, for a term commencing upon full execution thereof and continuing for the duration of the County’s participation in the Task Force, contingent upon approval of necessary funding, terminable 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.

Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into a Memorandum of Understanding (“MOU”) with the FBI pursuant to which the County, through its Department of Public Safety, will participate in the New York Cyber Task Force (the “Task Force”) to coordinate, integrate and share pertinent information related to cyber threat investigations. This participation consists of the assignment of one (1) detective to the Task Force under the supervision and control of the FBI Supervisory Special Agent assigned to the Task Force. The term of this agreement will commence upon full execution thereof and continue for the duration of the Task Force’s operation, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the County or on 30 days prior written notice.

Pursuant to the terms of the MOU, the FBI and the County agree to assume all personnel costs for their Task Force personnel, including salaries, overtime payments and fringe benefits. However, subject to funding availability and legislative authorization, the FBI *may* reimburse the County for the cost of overtime worked by the detective, provided said overtime expenses were incurred as a result of

Task Force-related duties and the County signs a separate Cost Reimbursement Agreement. Accordingly, authority is also requested to enter into a Cost Reimbursement Agreement with the FBI pursuant to which the FBI will, subject to availability of the required funding, reimburse the County for overtime payments made to the detective assigned full-time to the Task Force, for a term commencing upon full execution thereof and continuing for the duration of the County's participation in the Task Force, contingent upon approval of necessary funding, terminable 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.

The public purpose of these agreements is to coordinate efforts and information to prevent cyber threats.

The goals and objectives of this program will support the public safety and/or welfare by collaborating enforcement activities of federal, state and County agencies, they will be more able to thwart cyber threats that have a substantial and detrimental effect to the health and welfare of the people in Westchester County and its surrounding areas.

The goals and objectives of this program will be tracked and monitored by the Comprehensive National Cybersecurity Initiative under the Supervisory Special Agent. The detective assigned to the Task Force shall adhere to FBI policies, procedures and guidelines including conduct, property, reporting systems, evidence handling and use of firearms. The WCPD shall maintain all such reports and records for audit and examination.

These agreements are exempt from application of the Westchester County Procurement Policy and Procedures pursuant to Section 3 (a) iii.

I therefore strongly recommend that your Honorable Board adopt the attached Resolution.

GNL/SS/cs/jpg

**RESOLUTION**

Upon a communication from the Commissioner-Sheriff of the Department of Public Safety, be it hereby

**RESOLVED**, that the County of Westchester ("County") is hereby authorized to enter into a Memorandum of Understanding ("MOU") with the Federal Bureau of Investigation ("FBI") pursuant to which the County, through its Department of Public Safety (the "Department"), will participate in the New York Cyber Task Force ("Task Force") to coordinate, integrate and share pertinent information related to cyber threat investigations for a term commencing upon full execution of the MOU and continuing for the duration of the Task Force's operation, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the County or on 30 days prior written notice; and be it further

**RESOLVED**, that the County, through the Department, is authorized to enter into a Cost Reimbursement Agreement with the FBI pursuant to which the FBI will, subject to availability of the required funding, reimburse the County for overtime payments made to the detective assigned full-time to the Task Force, for a term commencing upon full execution thereof and continuing for the duration of the County's participation on the Task Force, contingent upon approval of necessary funding, terminable 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; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be charged/credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Dollars
101	38	2000	9818	TBD

Budget Funding Years 2016 - Termination      Start Date Upon Execution      End Date When Terminated  
 (must match resolution)

Funding Source  
 \$ TBD  
 (must match resolution)

Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
 Federal Aid \_\_\_\_\_  
 Other \_\_\_\_\_