



**Office of the District Attorney**  
County of Westchester

**MEMORANDUM**

**On Base ID# 87830**

Date: September 29, 2021

To: Honorable Board of Acquisition & Contract

From: Miriam E. Rocah  
District Attorney

Re: Resolution authorizing the County of Westchester, acting by and through the Westchester County District Attorney's Office to enter into a Memorandum of Understanding ("MOU") with the United States Secret Service ("USSS") for the County to participate in the Electronic Crimes Task Force ("ECTF"), effective upon signature of the MOU and 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 to receive reimbursement for overtime expenses incurred by the District Attorney's Office assigned to the Task Force under the MOU, not to exceed \$15,000 per year.

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Authority is hereby requested for the County of Westchester (the "County"), acting by and through the Westchester County District Attorney's Office (the "DA's Office"), to enter into an MOU with the USSS, pursuant to which the County will have access to their extensive high tech digital evidence tool inventory, and the opportunity for investigative leads relevant to Westchester County to be assigned directly to DA's Office Investigators. If digital forensic analysis currently undertaken at our digital forensics lab requires analysis beyond our capabilities, DA Investigators now send those pieces of evidence to outside vendors at a cost. More importantly, analytical results from the outside vendors can take a lengthy period of time for the results to be returned to our office which can negatively impact investigative support to the county's law enforcement agencies. The direct access investigators will be granted to by the USSS lab through this MOU will greatly enhance overall operational capabilities and support to county agencies.

The purpose of the MOU is to establish the procedures and responsibilities of both the DA's Office and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to which the USSS will reimburse the DA's Office for overtime costs not to exceed \$15,000 per year.

This agreement shall become effective upon signature and will remain in effect for the duration of the County's participation in the ECTF, subject to the right to terminate 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 agreement will serve a public purpose by providing extensive high technical evident tool inventory and the opportunity for investigative leads relevant to Westchester County. It will also greatly enhance overall operational capabilities and support to county agencies and save time and money since digital evidence that used to be sent to outside vendors to analyze can now be handled by the USSS lab.

The goals and objectives are in the best interests of the County in terms of public safety because the use of the USSS lab will benefit and support various county agencies and lead to more effective policing. There is no cost to the County.

As the agreement does not involve the procurement of goods and services, the provision of the Westchester County Procurement Policy do not apply.

I recommend your favorable consideration of the annexed resolution.

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/07/2021 RAYMOND SCUKA SECRETARY

**RESOLUTION**

Upon a communication from Miriam E. Rocah, District Attorney of Westchester County, be it hereby,

**RESOLVED**, that the County of Westchester, acting by and through the Westchester County District Attorney’s Office, is authorized to enter into a Memorandum of Understanding (“MOU”) with the United States Secret Service (“USSS”) for the County to participate in the Electronic Crimes Task Force (“ECTF”), effective upon signature of the MOU and 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 to receive reimbursement for overtime expenses incurred by the District Attorney’s Office assigned to the Task Force under the MOU, not to exceed \$15,000 per year. There is no cost to the County.

**RESOLVED**, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be charged/credited	Fund	Agency	Capital Project or Org	Object/ Sub Object	Trust Account	Activity	Dollars
	264	37	8008	8008	9852		NTE
							\$ 15,000
							per year

Budget Funding Years \_\_\_\_\_ Start Date: Upon Execution End Date: Upon Termination  
 (must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
 Federal Aid \_\_\_\_\_  
 Other Revenue \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACTS - 10/07/2021 - RAYMOND SUOKI, SECRETARY