

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

Metro-Nashville Police Department, Major Crimes

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and Metro-Nashville Police Department (MNPd), Major Crimes ("participating agency") as it relates to the ATF Violent Crime Task Force (herein referred to as the "Task Force").

BACKGROUND

The purpose of this partnership is to develop and implement an effective and sustainable, crime gun intelligence driven strategy between the participating agencies to reduce gun violence in the Nashville (Davidson County) metropolitan area. MNPd Major Crimes and the ATF Violent Crime Task Force will combine efforts, resources and intelligence to work in cooperation and in tandem to investigate, prosecute, and remove armed criminals from Nashville.

Each party to this MOU has unique expertise, authorities, resources and intelligence, and plays an important role in protecting the community from gun crime. The parties recognize that collaboration, coordination of resources, and the dedicated use of Crime Gun Intelligence are essential to effectively combat violent gun crime.

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Identify those responsible for committing gun violence
- e. Identify sources of crime guns recovered in those areas
- f. Use appropriate investigative techniques to target identified offenders
- g. 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 Tennessee.

MEASUREMENT OF SUCCESS

The ability to measure the success of this initiative will depend on the participating agencies' willingness to share certain information, (i.e., crime statistics) for measuring success of the task force as well as its performance in the following areas: 1.) reduction of risks to public safety caused by the criminal possession and use of firearms; and 2.) reduction of risks to public safety caused by illegal firearms trafficking.

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Nashville V and VI Field Offices. To enhance collaboration and real-time sharing of relevant information, the parties agree that personnel assigned to the task force will be co-located at physical locations in MNPd facilities operating under "MNPd Major Crimes", to include but not limited to Specialized Investigations Division (SID), Criminal Investigations Division (CID), and MNPd Homicide Unit.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

TFOs shall remain subject to their respective agencies' policies and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice and ATF orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues, and Federal disclosure laws.

Failure to comply with this section could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign 13 Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and TFOs assigned to the Task Force. This support may include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to its assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may

include vehicles, weapons, or radios), TFOs must abide by any applicable ATF property orders and policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, MNPd agrees to detail at least 8 full-time TFOs and/or Special Deputies (SDs) to the Task Force for a period of not less than two (2) years. As per ATF O 3501.1A, a Special Deputy is a sworn State, county, or local law enforcement officer assigned to an ATF task force on a part time basis and whose department has a fully executed task force MOU on file with ATF. For purposes of this particular MOU, SDs are included under the term "TFOs" unless the MOU provision expressly indicates that it applies only to "full-time TFOs."

All full-time TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive, or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, will require that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws.

A TFO will not be considered for Department of Justice legal representation if named as a defendant in an individual-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed and approved prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS, AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing, and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force or Spartan, as appropriate) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable federal statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act, and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency for handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Supervisory Special Agent Guy McCormick, Group Supervisor

MNPD: Capt. Michael Buchanan, Commander, Specialized Investigations Division

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate state's attorney offices, to determine whether cases will be referred for prosecution to the U.S.

Attorney's Office or to the relevant state's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official and will be provided with a copy of such policy.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with ATF Order 3020.4, dated June 2, 2022, and incorporated herein, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the TFO and parent agency shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the state and local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under state law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results ATF will become the final arbitrator of the distributive shares for the participating agencies

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States for individual capacity claims is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any state or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2030.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

This MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

SIGNATURES

Jason Stankiewicz Date
A/Special Agent in Charge, ATF
Nashville Field Division



U.S. Department of Justice

**Bureau of Alcohol, Tobacco,
Firearms and Explosives**



www.atf.gov

Addendum to Task Force Agreements Pertaining to Body Worn Cameras

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the partner agency establishing an ATF sponsored Task Force. Pursuant to the Bureau of Alcohol, Tobacco, Firearms and Explosives Task Force Officer Use of Body-Worn Camera (BWC) Policy, the partner agency has advised ATF that it will require its deputized officers participating in the Task Force to use Body Worn Cameras (BWCs). This addendum governs that use.

The parties hereby agree to the following:

- I. TFOs will adhere to ATF's Standard Operating Procedures for Task Force Officer Body Camera Program, and other applicable ATF policies and procedures.
- II. The partner agency confirms that prior to executing this agreement it has provided to ATF details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies as detailed in Attachment 1 – Agency Checklist.
- III. Use of BWCs During ATF Federal Task Force Operations:
 - A. Deputized Task Force Officers (TFO) through the Joint Law Enforcement Operations (JLEO) Program will be allowed to wear and activate their recording equipment with BWCs for the purposes of recording their actions only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or
 2. The execution of a search warrant.
 - B. TFOs are authorized to activate their BWCs upon approaching a premises or a subject, and must deactivate their BWCs when the scene is secured as determined by the federal supervisor on the scene as designated by the ATF.

1. For purposes of this agreement, the term “secured” means that the scene is safe and under law enforcement control.
 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement agency.
 3. If there are unanticipated interactions with the public or other exigent circumstances, such as contentious or violent interactions that could lead to the use of force, TFO’s will, if and when it is safe to do so, reactivate their BWC either before, during, or after a planned arrest or execution of a search or seizure warrant or order.
 4. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs will follow the provisions set forth in this agreement for use of BWCs, and the provisions of this agreement will supersede any conflicting provision in the agency’s policy for TFOs while serving on the ATF Federal Task Force.
- D. TFOs may use BWCs in accordance with this policy anywhere they are authorized to act as a police or peace officer under state, local, territorial or tribal law.
- E. TFOs may use only agency-issued and agency-owned BWCs. TFOs will not be allowed to use any privately owned BWC or other recording device of any kind.
- F. In the event a TFO’s BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
- G. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs are prohibited from recording:
1. Undercover personnel;
 2. Confidential informants or confidential sources;
 3. On-scene witness interviews prior to or after the operation;
 4. Personnel using specialized investigative techniques or equipment; or
 5. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- H. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs are prohibited from activating their BWC if in the judgment of the ATF the cases involve:

1. National security (including international and domestic terrorism investigations or cases involving classified information);
 2. Public corruption;
 3. Medical facilities; or
 5. Other sensitive investigations as determined by ATF.
- I. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs shall not use BWCs to record any activities related to:
1. Specialized or sensitive investigative techniques;
 2. In a sensitive area; or
 3. An undercover or covert status on behalf of the ATF Federal Task Force.
- IV. Partner Agency Internal Controls:
- A. Partner Agency Chief/Sheriff or a Departmental Designee will serve as a point-of- contact (POC) for ATF on BWC matters.
 - B. The partner agency will notify ATF of any change in state or local law that will modify how ATF TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of ATF ("TFO BWC recordings"), see Appendix A.
 - C. The partner agency will notify ATF of any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
 - D. The partner agency will familiarize ATF Task Force personnel on the BWCs, specifically concerning their capabilities and operation during task force activities.
- V. Handling of BWC Recordings Made During Task Force Operations:
- A. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recordings, and associated metadata, from TFO BWCs made while the TFO is working under federal authority.
 - B. In accordance with current agency policy and practice, the partner agency will provide full, un-redacted copies of TFO BWC recordings to ATF within 72 hours unless approved in writing by the ATF SAC.
 - C. TFOs will document BWC use and the existence of BWC recordings in the Report of Investigation (ROI). The TFO will include in the ATF ROI a statement attesting that the data provided is a fair and accurate copy of the data recorded by the BWC.

- D. All TFO BWC recordings made during ATF Federal Task Force operations, including such recordings retained by the the partner agency and/or in the possession of any third party engaged by the partner agency to store or process BWC recordings, shall be deemed federal records of the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (DOJ/ ATF) pursuant to the Federal Records Act.
- E. Internal Dissemination:
The TFO's partner agency is authorized to use TFO BWC recordings for internal investigations of its personnel consistent with the partner agency's policies and procedures, not involving dissemination outside the partner agency or public release. The parent agency shall provide written notification to ATF prior to any internal review.
- F. Expedited Public Release:
All TFO BWC recordings made during ATF Federal Task Force operations are federal records and shall be retained and disseminated in accordance with all applicable federal laws, policies and procedures including the Federal Records Act, Freedom of Information Act, and/or the Privacy Act. All TFO BWC recordings made during ATF Federal Task Force operations will be provided to ATF. The Department will work to expedite the public release of BWC recordings depicting conduct resulting in serious bodily injury or death of another consistent with DOJ policies and subject to any redactions as appropriate. If a TFO partner agency plans to release TFO BWC recording(s) from a BWC issued by the partner agency that depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFO's partner agency shall notify ATF, providing as much advance notice as possible as to the time and manner of its release. Following the notification, the TFO's partner agency may release such recording(s), subject to any redactions as appropriate. If a TFO partner agency plans to release TFO BWC recording(s) from a BWC issued by the partner agency that depict conduct committed solely by an ATF agent resulting in serious bodily injury or death of another, the TFO's partner agency shall notify and coordinate the release with ATF, providing as much advance notice as possible as to the time and manner of its release. Following the notification, the TFO's partner agency may release such recording(s), subject to any redactions as appropriate.
- G. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation, subject to applicable federal laws, rules, and policy concerning

disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B, "Touhy", absent appropriate redaction prior to disclosure or dissemination). Accordingly, these recordings are deemed privileged absent appropriate redaction prior to disclosure and may be entirely exempt from public release under federal laws, rules and policies.

- H. If a TFO BWC recording involves a use of force incident to include: a shooting incident, any incident involving serious bodily injury or death, or where any enforcement action by ATF resulted in the use of force or deadly force; physical assault or attempted physical assault on a Law Enforcement Officer; intentional damage to any facility, conveyance or any property owned by ATF, or involves another time-sensitive or urgent situation, the partner agency will provide ATF copies on an expedited basis, including during non-business hours. For purposes of this provision, use of force incidents include, but are not limited to, incidents utilizing intermediate weapons, i.e., TASERS, expandable batons, kinetic energy projectiles, emergency/improvised intermediate impact weapons, such as, a flashlight or radio; any use of force resulting in serious injury or death; canine bites resulting in penetration of human skin; and all shooting incidents.
- I. The partner agency will provide witnesses as needed to authenticate TFO recordings in ATF cases.
- J. The partner agency will inform ATF of the length of time TFO BWC recordings will be retained by the agency before deletion. The partner agency will honor any request by ATF to retain the TFO BWC recordings for a longer period of time.
- K. The partner agency will notify ATF immediately of any unauthorized access to TFO recordings discovered by the agency.
- L. The partner agency will cooperate fully with ATF in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing ATF the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.
- M. The partner agency's failure to comply with any part of this addendum may result in immediate termination of the Task Force Memorandum of Understanding.
- N. The partner agency will notify ATF as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.

ATF and the partner agency agree to the provisions set forth in this agreement.

Printed Name of Special Agent in Charge

Signature of Special Agent in Charge

Date

John C. Drake

Printed Name of Partner Agency
Representative and Name of Partner Agency

John C. Drake

Signature of Partner Agency Representative

3/3/25

Date

OR

Due to state and/or local law(s) requiring recording outside the parameters of this agreement, ATF and the partner agency agree to the provisions set forth in this agreement along with the revised language detailed in, *ATF TFO BWC MOU Addendum-Appendix A*.

Printed Name of Special Agent in Charge

Signature of Special Agent in Charge

Date

Printed Name of Partner Agency
Representative and Name of Partner Agency

Signature of Partner Agency Representative

Date

Attachment: ATF TFO BWC MOU Addendum-Appendix A