

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 01/2022

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the **Metropolitan Nashville Police Department** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records and/or paper case files. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive

program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel.

No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations. This prohibition also applies to information conveyed in the course of testimony. All requests for task-force related testimony requires compliance with the DOJ Touhy Regulations, 28 C.F.R. § 16.21, et seq. TFOs receiving requests to testify in federal or state court must notify the Office of General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(ies). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: TN-M VOTF

UNITED STATES MARSHAL:

Print Name: Denny W. King

Signature: *Denny W. King*

Date: 2/11/2022

CDUSM / RFTF COMMANDER (where applicable):

Print Name: Shell, John (USMS)

Signature: *John Shell*

Date: 2/11/2022

PARTNER AGENCY:

Name: Metropolitan Nashville Police
Department

Location (City, State): Nashville, TN

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: John Drake Chief

Signature: *John C. Drake*

Date: 6/2/22

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name: For Assistant Director Heather Walker-Wright by Chief Denise Sanchez

Signature: DENISE SANCHEZ

Digitally signed by DENISE
SANCHEZ
Date: 2022.09.27 08:06:58 -04'00'

Date: 9/27/22

Addendum to Fugitive Task Force Memorandum of Understanding

RE: Body-Worn Camera Use by Task Force Officers

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

Metropolitan Nashville Police Department

(Hereinafter referred to as "Partner Agency" or "TFO parent agency")

Pursuant to the "U.S. Marshals – Body Worn Camera Interim Policy," dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as "USMS Policy"), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS's Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that prior to executing this agreement, it has provided to the USMS 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 TFOs' use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
 - A. TFOs may use **only** Partner Agency-issued and Partner Agency-owned BWCs.
 - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or,
 2. The execution of a search warrant.

- a. 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 are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
1. For purposes of this agreement, the term “secured” means 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 officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
1. Undercover or covert personnel and locations;
 2. Confidential informants or confidential sources;
 3. On-scene witness interviews prior to or after the operation; or
 4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
 2. Operating as part of a highly specialized or sensitive operation or group;
 3. Operating in a sensitive area; or
 4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself
- H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:
1. Public Corruption;
 2. Medical Facilities;
 3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
 4. Other sensitive investigations as determined by the USMS.
- V. Partner Agency Internal Controls:
- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
 - B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
 - C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
 - D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
 - E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
 - F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.
- VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:
- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency’s video retention system (VRS) and share a copy of that footage

with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves another time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business

hours.

1. For purposes of this provision, "reportable incident" means:
 - a. shooting incident;
 - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
 - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
 - d. intentional damage to any facility, conveyance, or other property owned by USMS.

- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.

- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.

- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.

- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs' Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO's Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
 1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.

- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from

those cameras will be made available by the Partner Agency to the USMS upon request.

- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.
- VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

Digital signatures are preferred

PARTNER AGENCY:

Name: Metropolitan Nashville Police Department

Phone: __

Location: Nashville, TN

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: John Drake Chief

Signature: John C. Drake

Date: 10-4-22

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: Kelly Flannery, Director of Finance

Signature: Kelly Flannery/mjw

Date: 10/20/2022

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

UNITED STATES MARSHAL:

Print Name and Title: Denny W. King

District: TN-MVOTF

Signature: Denny W. King
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10-5-2022

Signature:

Date:

ASSISTANT DIRECTOR, INVESTIGATIONS OPERATION DIVISION:

Print Name: _____

Signature: _____ **Date:** _____

Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.



U.S. MARSHALS Body Worn Camera Program

TFO BWC MOU ADDENDUM Appendix A

The following is controlling guidance for situations that may affect a Task Force partner agency regarding the TFO (Task Force Officer) BWC (Body Worn Camera) MOU (Memorandum of Understanding) Addendum. This guidance is issued by the United States Marshals Service (USMS) Body Worn Camera Program (BWCP) and USMS Office of General Counsel(OGC):

- **Review Boards/Other Public Dissemination:** If an agency is under a consent decree or otherwise required by statute, law, or agreement to disclose BWC footage to a review board, that entity and their access to the agency BWC and the qualifying events or incidents that are the subject of the agreement will be described in a letterhead memo that the USMS will keep in the BWC MOU tracking system. The memo should include the timeline for that board to receive the footage, if their access to an agency BWC Video Retention System is direct or indirect, and whether the review board has independent/unilateral public disclosure authority. This information will assist the USMS OGC in determining what timeline they may be under to perform agency review if a qualifying incident occurs where TFO and/or USMS BWC footage has been recorded.
- **State Law/Agency Policies:** If state law or qualifying agency policy requires recording outside the parameters of USMS TFO BWC MOU Addendum, the agency will provide that information and a copy of the policy to the USMS BWCP. The recordings of post-arrest events that are outside TFO enforcement action, i.e., medical facilities, prisoner transport, should be separated, if possible, by deactivation of the TFO BWC when the arrest scene is concluded and secure; and reactivation when the officer is operating under his agency policy alone for a non-TFO agency responsibility. When separate recording(s) are possible, the USMS will receive only the enforcement BWC recording. If deactivation and reactivation are not feasible or are not permitted by state law or parent agency policy, the entire recording will be shared with USMS with the understanding that USMS will, if necessary, redact the entire portion of any recording that shows the TFO performing an agency duty where he is not operating under the USMS Task Force (TF) MOU parameters for enforcement actions.
- **Short term operations:** Any partner TF agency not covered by an existing executed USMS TFO BWC MOU Addendum and any non-partner state, local, federal, or tribal agency are authorized to utilize their BWC during a USMS short term operation or USMS led national initiative after agreeing to share any BWC footage obtained during the operation with the USMS upon request. Any BWC footage of a critical incident such as an Officer Involved Shooting or other use of force leading to death will be shared as soon as possible after the incident. Other footage will only be requested if the USMS has a mission-related requirement that can only be supported by receipt of the BWC recording from the BWC agency. Short term operations are defined for the purpose of this Appendix as USMS Enforcement related operations where a Special Deputization is issued or mass Special Deputizations are performed. These include, but are not limited to, Operation Washout, Operation Triple Beam, USMS National Initiatives for Enforcement and any DOJ directed initiative that is enforcement oriented and led by the USMS.