



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understand ("MOU") is entered into between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") New York Field Division ("NYFD") and the New York City Police Department ("Member Agency").

I. PURPOSE

The purpose of this MOU is to outline and formalize the cooperative endeavors of ATF and the Member Agency to engage in a Crime Gun Intelligence (CGI) partnership along with other member agencies within ATF's Crime Gun Intelligence Center (CGIC). Members of the ATF CGIC will:

- Share, analyze, disseminate CGI, and author intelligence products
- Support and enhance criminal investigations and prosecutions of firearms offenses and firearms-involved violent crime
- Produce intelligence-based referrals for criminal and ATF regulatory enforcement
- Identify high risk offenders
- Support and liaison with New York City and New York State Intelligence Centers and Crime Analysis Centers
- Deconflict enforcement activities

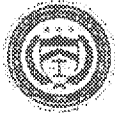
II. CRIME GUN INTELLIGENCE

CGI is the collection and analysis of all available information related to the unlawful use, possession, and transfer of firearms. CGI is used to identify individuals, groups, and organizations committing acts of firearms violence and other firearms-related offenses, in order to initiate, support, and enhance criminal investigations through intelligence-based analysis. The pillars of CGI are firearms tracing and the National Integrated Ballistic Identification Network (NIBIN), however, comprehensive CGI includes all applicable data sources such as human intelligence, law enforcement reports, social media exploitation, telephone analysis, and commercial records and commercial databases.

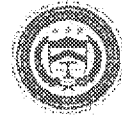
III. POLICY STATEMENT

Armed prohibited possessors, criminal gangs, drug trafficking organizations, criminal enterprises, and firearms traffickers are initiators, instigators, and enablers of firearm-related violent crime. Firearms-related violence and organizational violent crime continue to adversely impact the well-being and safety of our communities.

Shared intelligence is a necessary component of 21st century policing, and intelligence-driven enforcement results in strategic and impactful efforts addressing violent crime. Indeed, even when law enforcement agencies conduct independent investigations we share common goals that are benefited through shared resources and active collaboration. At a minimum, through cooperative



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

efforts, law enforcement agencies can engage in deconfliction needed to preserve officer safety and investigation integrity. But when fully exploited, CGI can be used to identify the full extent of an individual's or organization's firearms-related criminal activity, identify mutual areas of operational and strategic interest, and lead to cooperative investigative efforts with more impactful results.

Ultimately, the success of our mutual efforts will depend on the degree to which to all participating agencies are willing and able to share CGI and other intelligence.

IV. AGREEMENT

ATF and the Member Agency will work cooperatively within the CGIC as follows and as is more specifically addressed in this MOU:

- (i) ATF and the Member Agency, to the extent authorized by law, policy, and procedure, will share intelligence and analysis to further joint and independent investigations, engage in strategic planning, support targeted enforcement initiatives, generate referrals, and enhance operations.
- (ii) ATF and the Member Agency will cooperatively author intelligence assessments and other intelligence-based work product.
- (iii) The Member Agency will assign personnel, subject to the mutual agreement of the parties, to the ATF CGIC who will have full access to the Member Agency systems and who, to the extent permitted, will be authorized to share Member Agency data.
- (iv) ATF, to the extent permitted, will provide certain ATF systems access to or share data contained therein with the assigned Member Agency personnel.
- (v) CGIC personnel and Member Agency Personnel will actively deconflict law enforcement operations and inform law enforcement when independent investigations have mutual targets or connections.
- (vi) As is addressed in this MOU, upon mutual agreement of the parties, the parties may engage in operational activities in support of the CGIC's intelligence functions.

V. AUTHORITIES

Offenses investigated and enforced by the CGIC are those falling within ATF's jurisdiction pursuant to 28 U.S.C. § 599A and 27 C.F.R. § 0.130, and those offenses serving as predicate offenses under 18 U.S.C. §§ 844(h) and 924(c). Specifically, the CGIC will engage in the collection and analysis of intelligence related to violations of the Gun Control Act of 1968, 18 U.S.C. §§ 921 *et. seq.*, the National Firearms Act, 26 U.S.C. §§ 5861 *et. seq.*, the Organized Crime and Control Act of 1970, as



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

amended by the Safe Explosives Act of 2003, 18 U.S.C. §§ 841 *et. seq.*, the Church Arson Act Prevention Act of 1996, 18 U.S.C. § 247, and parallel offenses prosecutable under New York State law.

To the extent they may serve as predicate offenses under 18 U.S.C. §§ 844(h) and 924(c), the CGIC will also engage in the collection and analysis of intelligence related to violations of the Hobbs Act, 18 U.S.C. § 1951, the Violent Crime in Aid of Racketeering law, 18 U.S.C. § 1959, Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, the Carjacking statute, 18 U.S.C. § 2119, the Controlled Substances Act, 21 U.S.C. § 811 *et seq.*, and other federal criminal violations having a nexus to violent criminal activity involving the possession or use of firearms, explosives, incendiary devices, or fire.

VI. PHYSICAL LOCATION

The CGIC's primary place of operation is in New York, New York. The CGIC utilizes satellite locations in the Bronx, Melville, Yonkers, Albany, Syracuse, Rochester and Buffalo within ATF field offices. Member Agency personnel will be assigned to a CGIC location within the Member Agency's geographic area of responsibility (AOR). Assignment to the CGIC from remote locations will be considered on a case-by-case basis upon mutual agreement of ATF and the Member Agency where the CGIC lacks a physical location in the Member Agency's AOR or there is an operational benefit to both ATF and the Member Agency by placing the MAP off-site.

VII. INTELLIGENCE OPERATIONS

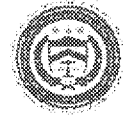
A. PERSONNEL REQUIREMENTS & RESPONSIBILITIES

The Member Agency will assign one or more (subject to the mutual agreement of the parties) full-time civilian intelligence analyst and/or sworn law enforcement officer (hereafter "Member Agency personnel" or "MAP") to the ATF CGIC for a period of not less than one year. It will be the role of the MAP to:

- Provide direct operational intelligence support to ATF, the Member Agency, other Members, and our law enforcement partners, utilizing CGI, and other intelligence, data, and information available in the Member Agency computer systems and databases;
- Conduct intelligence analysis and prepare intelligence reports;
- Prepare intelligence products and advisories;
- Generate investigative referrals;
- Assist in deconflicting investigations; and
- Support investigations and prosecutions by, among other things, disseminating firearms trace results for firearms recovered by the Member Agency to prosecutors' offices or other Member Agency personnel in connection with independent investigations.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

In the event the Member Agency assigns multiple employees, the parties may agree to the assignment of a supervisory employee to provide direct administrative oversight over the MAP, however, as discussed in this MOU, day-to-day operational control of the CGIC shall remain with ATF. The Member Agency may also agree to support the CGIC through the assignment of data-entry personnel to facilitate firearms tracing and entry of data into the NIBIN Enforcement Support System (NESS).

The Member Agency shall not assign any MAP having substantiated allegations of misconduct, dishonesty, bias, or lack of integrity, nor shall the Member Agency assign any individual currently under investigation for any such allegations.

Further, ATF reserves the right to remove the MAP. The basis for removal may include, but is not limited to (i) the failure to comply with the provisions of this MOU; (ii) an adverse change in the ability to participate in CGIC operations; and (iii) a determination by ATF, the United States Attorney's Office, or the Courts, that the assigned Member Agency personnel has derogatory information in the individual's background that would require disclosure pursuant to *Giglio v. United States*, or Department of Justice policies issued thereunder. Upon request by ATF, the Member Agency agrees to provide adequate personnel to backfill personnel leaving the CGIC.

ATF and the Member Agency agree that additional personnel from the Member Agency may be assigned to the CGIC as may be mutually beneficial and agreed upon by both parties in the future. In the event that the Member Agency assigns a sworn law enforcement officer to the CGIC, the parties may mutually agree to make the officer(s) a Task Force Officer(s) who may, at the discretion of ATF, be deputized by the United States Marshals Service in accordance with the provisions of the Enforcement Operations section of this MOU.

B. SECURITY CLEARANCES

All MAP will undergo a security clearance and background investigation, the cost of which shall be borne by ATF. The MAP must not be the subject of an ongoing investigation by the Member Agency or any other law enforcement agency. Past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the CGIC.

C. SUPERVISION AND CONTROL

The supervision and administrative control of personnel assigned to the CGIC will be the mutual responsibility of the parties, with the ATF CGIC Group Supervisor (GS) having day-to-day operational control over CGIC operations. Supervision and administrative control of MAP will remain with the Member Agency.

MAP shall remain subject to their respective agency's administrative policies, and they shall report to the Member Agency regarding matters unrelated to this MOU. With respect to matters related to



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

the CGIC, except as may be otherwise specified in this MOU, participants will be subject to Federal law, and United States Department of Justice (DOJ) and ATF rules, regulations, orders, and policies, including standards of conduct and Federal disclosure laws. Failure to comply with these requirements may result in the dismissal of the MAP from the CGIC.

The GS will routinely confer with the immediate supervisor(s) of the MAP assigned to the CGIC, and will, as may be requested, provide feedback on MAP performance to allow the Member Agency supervisory personnel to prepare routine performance appraisals that may be required under Member Agency policies.

Operational oversight of the CGIC shall be the responsibility of an ATF Assistant Special Agent in Charge (ASAC), and ultimately, the ATF Special Agent in Charge (SAC), NYFD.

D. RESOURCES AND SYSTEMS ACCESS

To accomplish the objectives outlined in this MOU, ATF will assign Special Agents, Intelligence Research Specialists (IRS), and other personnel to the CGIC. ATF will also, subject to Federal appropriations, provide necessary funds, equipment, and infrastructure to support the CGIC's activities.

The Member Agency agrees to make available to the MAP any equipment normally assigned for use by the Member Agency, to include, at a minimum, a computer terminal capable of accessing the Member Agency's information and systems remotely from the CGIC. In the event ATF assigns equipment to the MAP, the Member Agency personnel must abide by any applicable ATF property orders and policies, and may be required to enter into a separate agreement for their use.

Recognizing that to be most effective, the parties must be readily able to share intelligence and information, the parties agree, subject to applicable law and policy, to provide direct systems access to each other. Any systems access provided to the MAP by ATF, or to ATF personnel by the Member Agency, shall be subject to the regulations, policies, procedures, training, and audit requirements of the agency owning the system. Failure to abide by these requirements may result in termination of systems access.

For ATF's part, this shall include providing the MAP access to certain systems within the ATF systems environment. Deputized personnel may be provided with expanded access to additional ATF systems as detailed in the Enforcement Operations section of this MOU.

On the Rider attached to this MOU, the Member Agency will identify the systems to which the MAP shall have access as well as the systems to which it is able to provide access to ATF CGIC personnel.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

ATF and the Member Agency agree to periodically review emerging intelligence-oriented computer systems, programs and technologies to determine whether they can be made available to the CGIC.

E. FIREARMS TRACING and eTrace

The Member Agency acknowledges that in order for trace data to be the most impactful, it must be complete, and, within the context of the CGIC and the member agencies, the ability must exist to share firearms trace data. Firearms trace data can assist law enforcement in identifying previously unknown co-conspirators, straw purchasers, firearms traffickers, and firearms dealers acting in violation of Federal and State law. Accordingly, the Member Agency agrees to submit all firearms for tracing through the New York State NYSPIN/GGUN system in accordance with New York Executive Law § 230 and applicable regulations, including those firearms which are part of proactive operations. If it has not done so already, the Member Agency agrees to submit an agreement for an eTrace account and to opt-in to collective data sharing. Even if the Member Agency does not wish to opt-in to collective data sharing, the Member Agency agrees to the sharing of its firearms trace data among CGIC member agencies and their assigned personnel.

With respect to proactive operations, ATF acknowledges the sensitivity of any such information, and will initiate traces only to the extent authorized by the Member Agency (i.e., trace stopped at an intermediate point in the chain of commerce to avoid making the targets aware of the on-going investigation). However, in such instances in which the Member Agency submits a firearm for a partial trace, the Member Agency agrees to advise ATF when the proactive operation concludes (i.e., through the arrest of the principal identified targets and accomplices) so that previously submitted firearm trace requests can be completed.

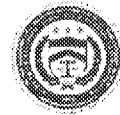
Additionally, the Member Agency agrees that the MAP will serve as a conduit for the dissemination of trace results for firearms traces submitted by the Member Agency to the appropriate Member Agency personnel. Such results may also be accessed by non-assigned Member Agency personnel directed to have access to eTrace by the Member Agency in the Member Agency's eTrace MOU.

F. HUMAN INTELLIGENCE

Human Intelligence (HUMINT) is a critical component of CGI. ATF and the Member Agency agree to share, to the greatest extent possible, HUMINT gained from a variety of sources (e.g., informants, cooperators, tipsters, proffers, etc.) in furtherance of CGIC intelligence activities. In due regard for the sensitive nature of HUMINT and the danger that can be presented to an exposed source of intelligence, the parties acknowledge that there will be times when the identity of such sources may not be shared, or where law or policy may otherwise restrict the sharing of HUMINT.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

G. REPORTS, INFORMATION SHARING, and DISCLOSURES

Intelligence products authored by the CGIC must be prepared in a form and format authorized by ATF. All reports prepared in relation to enforcement matters must be authored within ATF's case management system as discussed in the Enforcement Operations section of this MOU. There shall be no duplication of reports or intelligence products within the Member Agency's report writing system. No reports or intelligence products created by the CGIC may be disseminated without the express authorization of the SAC or his designee.

Information will be freely shared among the ATF personnel in the CGIC and MAP subject to such limitations and restrictions that may exist in law, policy, or procedure. Information that is shared shall be kept strictly confidential and will only be used in furtherance CGIC operations or in support of criminal investigations and prosecutions. No information gathered during the course of the assignment, to include informal communications between the MAP and ATF personnel, may be disseminated to any third party, non-CGIC member by any MAP without the express permission of the ATF Special Agent in Charge or his/her designee.

The Member Agent acknowledges that ATF is prohibited from sharing certain information, such as taxpayer information, except to a deputized MA LEO, and that the dissemination of firearms trace data is strictly controlled and may only be used for authorized purposes. The MA LEO shall strictly adhere to the requirements of Title 26, United States Code, § 6103 pertaining to the disclosure of tax information. 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.

Any public requests for access to the records or any disclosures of information obtained by the MAP during the course of the assignment with the CGIC will be handled in accordance with applicable 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.

VIII. ENFORCEMENT OPERATIONS

ATF Special Agents assigned to the CGIC may engage in enforcement operations in furtherance of CGIC intelligence functions or investigations, or will support other ATF law enforcement groups in operational activities. ATF and the Member Agency may wish to have the MAP who are sworn law enforcement officers (MA LEO) deputized for the purpose of extending the MA LEO 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.

Such designation and participation in enforcement operations is not a requirement of this MOU, and is subject to the mutual agreement of both ATF and the Member Agency.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

A. DEPUTATIONS

MA LEO assigned to the CGIC may, at the discretion of ATF and with the approval of the Member Agency, be deputized as a Special Deputy by the U.S. Marshals Service and become a Task Force Officer (TFO). MA LEO assigned to the CGIC as a TFO must be assigned on a full-time basis and shall remain assigned for not less than 2 years, and not more than 5 years, unless mutually agreed upon by the parties, or except as is otherwise addressed by this MOU.

The Member Agency agrees 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 MA LEO leaves the CGIC, or at the discretion of ATF.

Deputized MA LEO personnel will take the following measures:

- Receive training in ATF firearms, vehicle stops, defense tactics policies, as well as legal matters, correspondence, and reporting matters.
- Comply with ATF enforcement policies regarding the use of firearms and the use of force (except to the extent that the participating agencies' firearms and use of force policy is more restrictive), financial and property controls, investigative techniques, and supervisory controls.
- Qualify with their respective firearms, using and complying with ATF's firearms proficiency standards. ATF certified firearms instructors shall train and administer the ATF Firearms Proficiency Course to measure firearms proficiency. All members must qualify using ATF standards in order to be deputized. Special Deputies will also be required to qualify with ATF-supplied long guns utilizing ATF standards.¹
- In addition to firearms qualification requirements, each TFO will participate and train with ATF personnel and ATF instructors to obtain tactical proficiency consistent with ATF standards and requirements.

The TFO shall adhere to all policies and procedures of ATF and the CGIC, except as is otherwise addressed in this MOU, or mutually agreed to in writing by ATF and the Member Agency in the future. In the event that there is a conflict between the parties' policies and/or procedures that affects the operations of the CGIC, the matter will be referred to each parties' senior leadership for resolution.

¹ Firearms will not be issued or assigned to TFOs by ATF except for the purpose of long gun qualification.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

B. OPERATIONAL PLANNING AND PERSONNEL SUPPORT

TFOs may participate directly in field law enforcement operations. Non-deputized MAP may participate only in a support capacity from the CGIC or other appropriate work space.

Tactical plans must be prepared utilizing ATF's Operational Risk Assessment and Plan, form 32310.7. Under no circumstances will members of the CGIC conduct field enforcement operations without the preparation of an Operational Risk Assessment Tactical Plan. Upon preparation of a tactical plan the ATF group supervisor will review and sign the original copy of the tactical plan. A copy of approved tactical plans will be forwarded to the Assistant Special Agent in Charge and select ATF personnel.

Upon request, supervisory personnel from the Member Agency may review the tactical plan if a deputized MA LEO is participating. In recognition of the sensitive nature of an ATF tactical plan, the document plan may not be further disclosed without the express authorization of ATF, and may not be retained by the Member Agency past the conclusion of the enforcement operation.

C. INFORMANTS

ATF and the Member Agency agree to pay all reasonable and necessary expenses incurred by the use of informants registered by the respective agencies for the purpose of CGIC human intelligence gathering. Therefore, ATF shall pay for informants registered by ATF and the Member Agency shall pay for informants registered by the Member Agency. In those instances of joint registration, ATF or the Member Agency will pay the informant's expenses as mutually agreed on a case-by-case basis. An informant registered by a TFO upon assignment to the CGIC will be registered by ATF.

D. USE OF FORCE

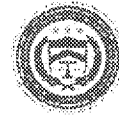
All TFOs will comply with ATF and the Department of Justice's (DOJ's) use of force policies, unless the Member Agency's use of force policy is more restrictive, in which case the TFO may use their respective agency's use of force policy. TFOs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy. TFO's must inform the CGIC GS if the Member Agency's use of force policy is more restrictive than ATF's.

E. 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 a deputized MA LEO shall conform to those requirements, pending a decision as to a venue for prosecution.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

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 CGIC 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 CGIC's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

F. SYSTEMS ACCESS

TFOs will receive systems access comparable to ATF employees assigned to the CGIC, and will also receive, subject to the availability of funds, ATF-issued computers and other equipment. Access is intended for use in furtherance of CGIC operations, and, consistent with the terms of this MOU, no information contained therein may be disclosed by the TFO without the authorization of the SAC.

G. REPORTS

All investigative reports authored by a TFO must be prepared within ATF's case management system, to which the TFO will be provided access. Case files must also be created and maintained in a manner consistent with ATF policies. There may be no duplication of investigative reports.

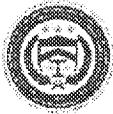
H. VEHICLES

ATF leased or owned vehicles may, subject to the availability of funds and appropriations, be assigned to a deputized MA LEO for use in ATF enforcement operations subject to a separately executed vehicle use agreement by both the individual employee and the Member Agency.

I. 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 local prosecutor'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



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

information to state and local authorities, subject to such restrictions as may be contained in Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

J. EVIDENCE

Any evidence gathered as a result of CGIC activities shall 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 Ballistics 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.

IX. 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. The Member Agency agrees not to dispose of the property until authorized to do so by ATF.

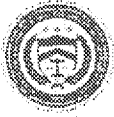
The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by the Member Agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of the CGIC member 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.

X. VICTIM / WITNESS

MAP will abide by Federal requirements relating to notification and protection of victims and witnesses of crimes investigated by the JFTF, specifically the Victim's Rights and Restitution Act, 42 U.S.C. § 10607, and the Crime Victim's Rights Act, 18 U.S.C. § 3771. MAP will also abide by the Attorney General Guidelines for Victim and Witness Assistance, and ATF O. 3254.1A.

XI. LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

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, 28 U.S.C. sections 1346(b), 2672-2680 (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.

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 employee and agency involved.

XII. FUNDING

This is not a funding document. ATF and the Member Agency agree to provide for the salary and overtime of their respective personnel.

ATF may, subject to the guidelines of the Department of Justice Asset Forfeiture Fund, have funds available to reimburse overtime to the Member Agency if the Member Agency assigns a MA LEO who is deputized as a TFO. This funding would be available under the terms of a Memorandum of Agreement (MOA) established pursuant to the provisions of 28 U.S.C. § 524, which would be executed separately from this MOU.

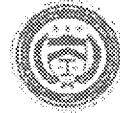
The Member Agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The Member Agency must be recognized under State law as a law enforcement agency and their officers must be sworn law enforcement officers. If required or requested, the Member 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. In accordance with these provisions and any MOA, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses.

XIII. 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 parties who will take part in press conferences or release. MAP will be informed not to give statements to the media concerning any ongoing investigation or prosecution related to activities conducted under this MOU without the authorization of ATF and the Member Agency, and, when appropriate, the relevant prosecutor's office.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

XIV. DISPUTE RESOLUTION

It is agreed that it is in the best interest of the ATF and the Member Agency to resolve any operational disputes at the lowest possible level. If problems arise which cannot be resolved at the lowest level, the issue will be presented to appropriate leadership within each of the parties' agencies, and escalated thereafter as may be necessary.

XV. 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. The Member Agency agrees to permit such audits.

In addition, upon prior conferral with ATF, the Member Agency will have access to and/or copies of any administrative records pertaining to Member Agency personnel assigned to the CGIC, subject to disclosure restrictions contained in Federal law.

XVI. DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2026. The 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.

XVII. NO PRIVATE RIGHT CREATED

This is an MOU between ATF and the Member Agency, and is not intended to confer any right or benefit to any private person or entity not a party to the MOU.

XVIII. MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

John B. DeVito

John B. DeVito
Special Agent in Charge
New York Field Division
Bureau of Alcohol, Tobacco, Firearms
and Explosives

Donna L. Shea

Donna L. Shea
Police Commissioner
New York City Police Department

Date: 3/17/2021

Date: 3/15/21



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NEW YORK FIELD DIVISION



CRIME GUN INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

SYSTEMS RIDER

The Member Agency agrees that its personnel shall have access to the following Member Agency systems while assigned to the CGIC:

- ECMS
- Domain Awareness System
- Omniform

The Member Agency also agrees to provide ATF CGIC personnel with access to the following Member Agency systems, subject to such restrictions as identified below:

N/A

John B. DeVito

John B. DeVito
Special Agent in Charge
New York Field Division
Bureau of Alcohol, Tobacco, Firearms
and Explosives

Date: 3/17/2021

Dermot Shea

Dermot Shea
Police Commissioner
New York City Police Department

Date: 3/15/21