CITY OF OAKLAND

Privacy Advisory Commission
Special Meeting Agenda

Oakland City Hall, Hearing Room 2
1 Frank H. Ogawa Plaza

Thursday September 10, 2026
6:00 PM

PUBLIC PARTICIPATION

The Privacy Advisory Commission encourages public participation in its meetings. Members of the public may observe and/or provide public comment in the following ways:

OBSERVE THE MEETING

By Zoom:
To observe the meeting via video conference, please click the following link at the noticed meeting time:
https://oaklandca-gov.zoom.us/j/86263823137

By Phone:
Call he number below:

+1 669 444 9171

Instructions for joining by phone are available at:
https://support.zoom.us/hc/en-us/articles/201362663

PROVIDE PUBLIC COMMENT

Public comment may be submitted in the following ways, within the time allotted for each eligible agenda item:

• Submit written comment in advance:
Email your comment, full name, and the agenda item number to Michelle NewRingeisen at MNewRingeisen@oaklandca.gov no later than one (1) hour before the posted meeting time. All timely submissions will be shared with the Selection Panel prior to the meeting.

• Complete a speaker card during the meeting.

• Raise your hand on Zoom during public comment or open forum and staff will call on you to speak for the time allotted by the Chair.

For questions regarding these procedures, please contact Michelle NewRingeisen at MNewRingeisen@oaklandca.gov

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Thursday September 10, 2026
6:00 PM

I. CALL TO ORDER
The Chair opens the meeting and officially begins proceedings.

II. ROLL CALL
The Clerk Calls roll to confirm member attendance to determine if there is a quorum (5 members) to conduct business.

Commissioners: Byron White, Issac Cheng, Gina Tomlinson, Vice Chair Henry Gage III, Chair Jessica Leavitt, Ray Sudip

III. PUBLIC COMMENT
During Public Comment, members of the public may comment on any a**gendized items** within the Commission's jurisdiction when called.

IV. APPROVAL OF MINUTES
The Panel reviews the draft minutes from a prior meeting and may take action to approve them as presented or with revisions.

1. July 2nd Meeting Minutes

V. PRIVACY ADVISOR COMMISSION VOTE FOR A CHAIR
The Commission may receive nominations from the body and take action to appoint a Chair of the Privacy Advisory Commission

VI. PRIVACY ADVISOR COMMISSION VOTE FOR A VICE CHAIR
The Commission may receive nominations from the body and may take action to appoint a Vice Chair of the Privacy Advisory Commission

VII. TASKFORCE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) MOU
Review and receive public comment on the Memorandum of Understanding governing the Oakland Police Department's participation in the ATF Joint Law Enforcement Task Force, including provisions related to investigative authority, information sharing, and operational responsibilities.

VIII. BODY WORN CAMERA MOU
Review and receive public comment on the Body-Worn Camera Addendum establishing requirements for the use, handling, retention, and disclosure of body-worn camera recordings during ATF Joint Law Enforcement Task Force operations.

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6:00 PM

IX. DRUG ENFORCEMENT ADMINISTRATION (DEA) MOU
Review and receive public comment on the Memorandum of Understanding governing the Oakland Police Department's participation in the DEA Joint Law Enforcement Task Force, including provisions related to investigative authority, information sharing, and operational responsibilities.

X. I-34 VEHICLE DIGITAL FORENSIC TECHNOLOGY
Receive public comment and make a recommendation whether City Council should adopt, modify, or reject Oakland the Police Department's Surveillance Use Policy on vehicle digital forensic technology.

XI. OPEN FORUM
Members of the public may speak on **non-agendized** items within the Panel's jurisdiction.

ADJOURNMENT

Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email Michelle NewRingeisen at MNewRingeisen@oaklandca.gov or call (510) 238- or (510) 238-2007 for TDD/TTY five days in advance.

¿Necesita un intérprete en español, cantonés o mandarín, u otra ayuda para participar? Por favor envíe un correo electrónico a Felicia Michelle NewRingeisen at MNewRingeisen@oaklandca.govo llame al (510) 238-7857 o al (510) 238-2007 para TDD/TTY por lo menos cinco días antes de la reunión. Gracias.

你需要手語,西班牙語,粵語或國語翻譯服務嗎?請在會議前五個工作天電郵
Michelle NewRingeisen at MNewRingeisen@oaklandca.gov 或 致電 (510) 238-7857

CITY OF OAKLAND

Privacy Advisory Commission
Draft Meeting Minutes

Oakland City Hall, Hearing Room 1
1 Frank H. Ogawa Plaza

July 2, 2026
5:00 PM

I. <u>Called To order</u>

II. <u>Roll Call</u>

Byron White - Excused	Issac Cheng – Present
Gina Tomlinson - Present	Vice Chair Henry Gage III - Present
Chair Jessica Leavitt – Present	Sudip Ray - Present

III. <u>Public Comment</u>

IV. <u>Approval of Meeting Minutes</u>
June 4, 2026 Meeting Minutes

Discussion: No Discussion

Motion: to Approve the June 4, 2026 meeting minutes as listed on the agenda with a correction identified by Commissioner Cheng to remove Vice Chair Gage from the ad-hoc committee established during the June 4, 2026 meeting, by Chair Leavitt

Seconded by: Commissioner Cheng

Vote:
Issac Cheng Y   Gina Tomlinson Y   Byron White Ex
Vice Chair Henry Gage III Y   Ch Jessica Leavitt Y   Sudip Ray Y

Result: Motion passes 5 Y's and 1 Excused

V. NCRIC / WISN ACCESSING FLOCK IN VIOLATION OF SB 34

Discussion: OPD provided an in-person informational report detailing the City's interaction and decision to revoke Northern California Regional Information Center (NCRIC) access to Oakland's FLOCK data.

NCRIC originally met the qualification to access OPD's Flock database in 2024, meaning at that time, the City determined that NCRIC met the standards to access the database. Upon a subsequent internal audit of system data searches in 2025, however, OPD raised questions about some of those searches.

During the period of October 2024through November 2025, NCRIC performed 374 searches with 226 of those searches determined to be related to ATF. OPD learned that NCRIC provided access to the Western States Intelligence Network (WSIN), a 3rd party, to run searches on NCRIC's behalf. A portion of those searches were deemed by OPD to violate SB 34. OPD determined that NCRIC did not have sufficient protocols in place to access Oakland's data and proactively revoked access to the system in November of 2025. NCRIC has subsequently requested reinstatement and was denied.

Discussion focused on process, reporting, how OPD audits information and implications for requested data by PAC for the next annual report. OPD shared information on the process by which the department performs/refines searches.

PAC will provide advocacy to the department as needed for resources and will request additional information to be brought forward in the next annual report; OPD confirmed.

Motion: Receive the informational report provided by OPD and request that OPD provide additional information on this issue in their 2026 annual report by Chair Leavitt.

Seconded by: Vice Chair Gage

Vote:

Issac Cheng Y Gina Tomlinson Y Byron White Ex
Vice Chair Henry Gage III Y Ch Jessica Leavitt Y Sudip Ray Y

Result: Motion passed 5 Y and 1 Excused

ADJOURNMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES,

And

THE OAKLAND POLICE DEPARTMENT (OPD)

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Oakland Police Department ("participating agency") as it relates to the ATF Task Force (herein referred to as the "Task Force").

AUTHORITIES

The authority to investigate and enforce offenses under the provisions of this MOU is 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. 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 California.
e. Identify and apprehend wanted offenders who are involved in firearms violence or other firearms crimes.

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).

Core Functions:

- Firearm Criminal Possession and Use
- Criminal Groups and Gangs
- Illegal Firearms Trafficking

Performance Goal Statement:

- Reduce the risk to public safety caused by criminal possession and use of firearms.
- Reduce the risk to public safety caused by criminal organizations and gangs.
- Reduce the risk to public safety caused by illegal firearm trafficking.

Strategic Objectives:

- Interdict and prevent the criminal use of firearms.
- Identify, disrupt, and dismantle violent gangs and criminal organizations emphasizing the use of state and local intelligence to identify problematic offenders.
- Interdict and prevent illegal firearms trafficking.
- Share technology such as NIBIN and E Trace.

Share intelligence with state and local law enforcement.

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 Oakland Field Office at 1301 Clay Street, 670s, Oakland, CA.

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 five (5) 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, the Oakland Police Department agrees to detail a minimum of two (2) up to six (6) full-time TFOs and/or part-time TFOs to the Task Force for a period of not less than two (2) years.

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 only 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.

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 in the Task Force.

USE OF 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.

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.

INVESTIGATIVE METHODS AND ELECTRONIC SURVEILLANCE

The parties agree that all investigative methods (including search warrants), evidence handling, and electronic surveillance (including wiretaps or consensual electronic monitoring) conducted by the Task Force will be consistent with and reviewed in accordance with applicable federal laws and regulations, as well as ATF and Department of Justice policy and guidelines. However, in situations where state or local consensual electronic monitoring laws are more restrictive than comparable federal law, consensual electronic monitoring methods and procedures employed by state and local law enforcement agencies may conform to those requirements, pending a decision as to a venue for prosecution.

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.

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 set forth 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.

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: Resident Agent in Charge Nathan Sanchez, Oakland Field Office

Participating Agency: Lt. Gabriel Urquiza-Leibin

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.

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. § 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.

SEIZURES/FORFEITURES/EQUITABLE SHARING

All assets seized for federal administrative forfeiture will be seized and forfeited in compliance with federal law and U.S. Department of Justice policy as set forth in the Asset Forfeiture Policy Manual. When the size or composition of the item(s) seized makes it impossible for ATF to store the property, in coordination with the U.S. Marshals Service, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge land 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.

Federal law authorizes the Attorney General to share federally forfeited property with participating state, local, or tribal law enforcement agencies. The Attorney General's equitable sharing authority is discretionary. Any sharing of the net proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice equitable sharing policies as set forth in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (March 2024) (the "*Guide*").

For additional information on equitable sharing, participating agencies should refer to the *Guide.*

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. §§ 1346(b), 2671-2680.

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 for five years from the date of the final signature.

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 the 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

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.

SIGNATURES

James P. Beere / 7/31/2025

James P. Beere Date	John Wester Date
Chief of Police	Special Agent in Charge, ATF
Oakland Police Department	San Francisco Field Division

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
Printed Name of Partner Agency Representative and Name of Partner Agency	Signature of Partner Agency Representative 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
JAMES P. BEERE	James P. Beere 7/31/2026
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

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.

TFO BWC MOU ADDENDUM
Appendix A

The following is controlling guidance for situations that may affect a Task Force (TF) partner agency regarding the TFO (Task Force Officer) BWC (Body Worn Camera) MOU (Memorandum of Understanding) Addendum. This guidance is issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Body Worn Camera Program (BWCP) and ATF Office of Chief Counsel (CC):

- **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 ATF 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 ATF Chief Counsel in determining what timeline they may be under to perform agency review if a qualifying incident occurs where TFO and/or ATF BWC footage has been recorded.

- **State/Local Law(s):** If state law or statute requires recording outside the parameters of ATF TFO BWC MOU Addendum, the agency will provide that information and a copy of the legal justification to the ATF BWCP. Any recording of events outside of the TFO enforcement action (i.e., medical facilities, prisoner transport) should be separated if possible. This separation can be achieved by deactivating the recording of the TFO BWC prior to re-activation of recording upon the start of an ATF enforcement action, and/or deactivating the recording of the TFO BWC when a scene is concluded and secure. The TFO can then reactivate recording when the officer is operating under their agency policy alone for a non-TFO agency responsibility. When separate recording(s) are possible, ATF will receive only the enforcement BWC recording. If deactivation and reactivation of recording are not feasible or are not permitted by state law, the entire recording will be shared with ATF with the understanding that ATF will, if necessary, redact the entire portion of any recording that shows the TFO performing an agency duty where they are not operating under the ATF Task Force (TF) MOU parameters for enforcement actions. If a partner agency TFO BWC has the technical capability to apply a marker during a recording, the TFO will apply the marker at the beginning and end of the enforcement action, if feasible.

- **Short term operations:** Any TF partner agency not covered by an existing executed ATF TFO BWC MOU Addendum and any non-partner state, local, federal, or tribal agency are authorized to utilize their BWC during an ATF short term operation or ATF led national initiative after agreeing to share any BWC footage obtained during the operation with the ATF 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 ATF has a mission-related requirement that can only be supported by receipt of the BWC recording from the BWC agency.

DEPARTMENTAL GENERAL ORDER

I-34: Vehicle Digital Forensic Technology

Effective Date: DD MMM 26

Coordinator: Vehicle Digital Forensic Coordinator, Criminal Investigations Division

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The purpose of this policy is to establish guidelines for the Oakland Police Department's use of vehicle digital forensic technology, for the purpose of furthering the Department's public safety mission through successful criminal investigation and apprehension.

A. PURPOSE OF TECHNOLOGY

Vehicle digital forensic technology supports Oakland Police Department investigations by allowing investigators to extract and analyze data stored in vehicle electronic systems, such as infotainment and telematics systems. An infotainment system is the user-facing interface in a vehicle that provides navigation, media, hands-free calling, and device connectivity features. A telematics system is the embedded hardware and software that collects and transmits vehicle operational data, such as location, speed, and diagnostic information. All modern vehicles contain a telematics system. Infotainment systems are present in many but not all vehicles, depending on the make, model, and trim level. When authorized, this technology allows investigators to recover evidence of vehicle use, identify devices that were connected to the vehicle and associated user data, reconstruct where a vehicle has been, and establish timelines of events related to criminal activity. The use of this technology is intended to further legitimate law enforcement objectives while complying with applicable department, legal, and constitutional requirements.

B. DESCRIPTION OF THE TECHNOLOGY

Vehicle digital forensic technology is a combination of hardware and software tools used to extract and analyze data stored in a vehicle's infotainment and telematics systems. The technology connects to vehicle systems through the vehicle's diagnostic port, by direct connection to internal components, or by removing and examining system modules. Extracted data is processed using forensic software on a computer operated by authorized OPD personnel.

The data that can be recovered includes historical data such as GPS and navigation history, travel routes, saved and recent locations, known or prior devices connected to the vehicle through Bluetooth, Wi-Fi, or USB, contact lists, call logs, text messages, media files, and vehicle event data such as door openings, ignition activity, and seatbelt use, along with associated dates and times. The types and amount of data available will vary based on the vehicle's make, model, year, and what systems are installed. The data extracted is only from the onboard system(s) on the vehicle.

This technology does not provide real-time monitoring or tracking of a vehicle. It recovers data already stored by the vehicle's own systems. Regardless of the vendor or platform used, all vehicle digital forensic examinations by OPD are governed by the same legal standards, authorization requirements, departmental policies, and city ordinances applicable to surveillance technologies.

C. AUTHORIZED USE

Vehicle digital forensic technology may be used only as part of an active criminal investigation and only when authorized by a search warrant compliant with the California Electronic Communications Privacy Act (CalECPA), codified at California Penal Code section 1546 et seq. Any extraction and retention of data from a vehicle's electronic systems requires a search warrant that specifies the vehicle and systems to be examined and the types of data to be extracted.

Only OPD personnel assigned to, or directly assisting with, the specific investigation for which the vehicle digital forensic examination is authorized may access or utilize the technology. Access to extracted data shall be limited to personnel with a legitimate right to know and a need to know based on their assigned investigative role. Extracting, retaining, or reviewing data by personnel not assigned to or assisting with the investigation, or outside the scope of the authorized purpose, is prohibited.

Exigent use of vehicle digital forensic technology may occur only when exigent circumstances are present as defined by the California Electronic Communications Privacy Act (CalECPA). Exigent circumstances are situations where there is an immediate danger of death or serious bodily injury to any person, or where delay in obtaining a warrant would result in the loss of critical evidence related to such danger, consistent with Penal Code section 1546.1(c)(6).

Exigent use requires approval from an OPD commander at the rank of lieutenant or above.

If a vehicle digital forensic examination is conducted under exigent circumstances, a post hoc search warrant must be sought as soon as practicable and no longer than within three court days after obtaining the electronic information, and must document the facts establishing probable cause and the exigent circumstances justifying the examination and any data obtained, pursuant to Penal Code section 1546.1(h). The Vehicle Digital Forensic Coordinator is to be notified of any exigent examinations.

After an exigent use of vehicle digital forensic technology, if OPD is not able to obtain a post hoc search warrant, the Vehicle Digital Forensic Coordinator shall provide a report of the circumstance to the Privacy Advisory Commission at the next scheduled meeting.

D. DATA COLLECTION

Vehicle digital forensic technology collects data stored in a vehicle's infotainment and telematics systems, including historical GPS and navigation history, travel routes, saved and recent locations, connected devices, contact lists, call logs, text messages, media files, vehicle event data, and associated dates and times. Data is extracted by connecting forensic hardware to the vehicle's systems and processed using forensic software operated by authorized OPD personnel.

The data collected is limited to what is stored by the vehicle's own electronic systems. The technology does not intercept communications in real time, does not enable live monitoring or tracking, and does not access data from external sources such as cloud accounts or cellular networks.

E. DATA ACCESS

Access to vehicle digital forensic data is limited to OPD investigators or OPD personnel assisting with ongoing criminal investigations. Extracted data may be accessed only for legitimate law enforcement purposes and in a manner consistent with the scope of the applicable search warrant.

Data extracted during an authorized examination may be accessed by OPD investigators or OPD personnel assisting with ongoing criminal investigations for review and analysis. Data is made available through the forensic software used to conduct the examination or through a Department approved evidence management system such as Axon Evidence.com.

Vehicle digital forensic data is not accessed, reviewed, or shared for purposes unrelated to lawful law enforcement activities. Any access or disclosure of extracted data must comply with applicable law, court orders, and Department policy. Unauthorized access or use of vehicle digital forensic data is prohibited.

F. DATA PROTECTION

Vehicle digital forensic data is stored on the computer used to conduct the examination and within the forensic software platform during the period of active use. The coordinator shall ensure that the computer and its contents are properly protected according to best practices for cybersecurity. Access to the forensic software and extracted data is limited to authorized OPD personnel for investigative purposes related to an active criminal investigation.

At the conclusion of the extraction, the investigator reviews the data and identifies information relevant to the authorized scope of the investigation. Vehicle digital forensic data is either deleted from the forensic software platform or preserved by exporting the data into a Department approved law enforcement evidence management system, such as Axon Evidence.com, when the data is needed for a criminal prosecution or other lawful purpose. When necessary, data may also be stored on a physical medium protected by a password to limit access. Data that is not needed for evidentiary or investigative purposes is deleted and not retained. The deletion of non-evidentiary data is the primary safeguard against the retention of information that falls outside the scope of the authorized investigation.

G. DATA RETENTION

Vehicle digital forensic data that is not identified as relevant to a lawful criminal investigation is retained for no longer than thirty days from the date of extraction and is deleted thereafter. This retention period applies to data stored on the forensic examination computer or within the forensic software platform and is intended to limit the retention of data that does not have an investigative or evidentiary purpose.

If vehicle digital forensic data is determined to be relevant to a lawful criminal investigation, prosecution, or court proceeding, the data may be retained for the duration of the legal process. Such data is retained only while the associated criminal matter is pending and is deleted after full adjudication of the court proceeding, including any right to appeal. Data is not retained beyond this period unless otherwise required by law or court order.

H. PUBLIC ACCESS

Data that is collected and retained under this policy is considered a "law enforcement investigatory file" pursuant to Government Code § 7923.600(a) and shall be exempt from public disclosure. Members of the public may request data via public records request pursuant to applicable law regarding Public Records Requests as soon as the criminal or administrative investigation has concluded and/or been adjudicated.

I. THIRD PARTY DATA SHARING

Vehicle digital forensic data is not shared outside the Oakland Police Department absent proper legal authority. Any sharing of vehicle digital forensic data with another law enforcement agency or prosecuting authority requires a CalECPA compliant search warrant, a court authorized sharing order, or a discovery requirement arising from a criminal prosecution. Informal requests or requests made without supporting legal documentation are not sufficient.

Any outside agency requesting vehicle digital forensic data must submit a written request to OPD identifying the legal authority for the request and the investigative or prosecutorial need for the data. The request and OPD's response shall be documented and retained in accordance with Department policy. When legally authorized, data is shared only to the extent permitted by the applicable warrant, court order, or discovery obligation and remains subject to the handling, retention, and protection requirements set forth in this policy.

J. TRAINING

The Vehicle Digital Forensic Coordinator shall be certified in vehicle digital forensics by the vendor or an equivalent accredited training provider prior to conducting examinations. The coordinator shall maintain current certification and complete any continuing education requirements associated with the certification.

The coordinator is responsible for training other OPD personnel authorized to use the technology. Training shall cover this policy, the legal requirements governing its use including the California Electronic Communications Privacy Act (CalECPA) and related case law, the operation of the hardware and software, proper evidence handling procedures, and data retention obligations.

OPD personnel shall not conduct vehicle digital forensic examinations until they have been trained by the coordinator. Supervisory personnel involved in approving or overseeing the use of vehicle digital forensic technology should receive training sufficient to ensure compliance with this policy and applicable law.

The coordinator is responsible for tracking training completion and maintaining associated training records.

K. AUDITING AND OVERSIGHT

The vehicle digital forensic coordinator is appointed by the Captain of the Criminal Investigation Division (CID). The coordinator is responsible for tracking all uses of vehicle digital forensic technology by OPD. This includes maintaining a record of each examination, the associated investigation, the legal authority authorizing the use, and the scope of data extracted. The coordinator ensures that each use of the technology is connected to a CalECPA compliant search warrant or a documented exigency, followed by a post hoc search warrant.

An annual use report shall be submitted in accordance with Oakland Municipal Code. This report may include aggregate usage information, audit results, and demographic data such as race information when required for reporting purposes. Public reportable information is limited to non-investigative data and does not include case specific or personally identifiable information.

L. MAINTENANCE

The vehicle digital forensic coordinator is responsible for ensuring that vehicle digital forensic data is managed in accordance with the Data Protection and Data Retention sections of this policy. This includes ensuring that data stored on forensic examination computers, physical media, or Department approved evidence management systems is handled consistently with policy requirements.

The coordinator is also responsible for coordinating with the vendor, when necessary, to address technical issues related to the hardware or software. Maintenance of the technology is limited to vendor supported processes and does not include modification of the technology by OPD personnel.

By Order of

James Beere

Interim Chief of Police

Date Signed:

Drug Enforcement Administration
State and Local Law Enforcement Agency
Memorandum of Agreement

This agreement is made this 29 day of July, 20 26, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Oakland Police Department (hereinafter "parent agency"), ORI# CA0010900; Unique Entity Identifier (UEI#) GBDMTM5J75R6. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and/or listed chemicals exists in the Greater East Bay Area of California area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Greater East Bay Area of California, the parties hereto agree to the following:

1. The San Francisco Field (DEA Division) will perform the activities and duties described below:

   a. Disrupt the illicit drug traffic in the Greater East Bay Area of California area by immobilizing targeted violators and trafficking organizations;

   b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, trafficking of controlled pharmaceuticals and/or listed chemicals; and

   c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA Division's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth, or Territory of California.

   d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Greater East Bay Area of California area; if applicable.

2. To accomplish the objectives of the DEA Division, the parent agency agrees to detail experienced officer(s) to the DEA Division for a period of not less than

two years.[1] During this period of assignment, the parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA Division.

3. The parent agency officer(s) assigned to the DEA Division shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA Division. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA Division.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.

5. The parent agency officers assigned to the DEA Division shall be deputized as Task Force Officers pursuant to 21 U.S.C. § 878.

6. To accomplish the objectives of the DEA Division, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA Division. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR), or HIDTA Funded.

   a) **DEA Program Funded** - To accomplish the objectives of the DEA Division, DEA will assign DEA Special Agent(s) to the DEA Division and up to One (1) Task Force Officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and parent agency officer(s) assigned to the DEA Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items.
   b) **Synthetics Precursors Enforcement and Regulations (SPEAR) (Fee Funded)** - DEA will, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agent(s) and up to Zero (0) Task Force Officer(s) assigned to the DEA Division. This support will include: vehicles; office space; office supplies; travel funds; funds

[1] The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

for the purchase of evidence and information; investigative equipment; training; and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the use of Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA Division purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

c) **High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded)** - Subject to the availability of funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to Zero (0) Task Force Officer(s), and other specified employees (if any). This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in DEA Division vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for DEA Division purposes. Accidents involving vehicles while in use for DEA Division purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

While on duty and acting on DEA's business, the parent agency officer(s) assigned to the HIDTA group shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV and home to work transportation when authorized.

d) **DEA Provisional -** DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to Zero (0) Task Force Officer(s) assigned to the DEA Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional

TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA Division, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA Division, and for making all payments due to them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its Task Force Officers. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to San Francisco (DEA Division) process coordinator email box (Invoice.Sanfrancisco@dea.gov). ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."***

8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (2 8 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

13. The Parent Agency's signature to this agreement certifies the Parent Agency's compliance with the certifications required under 2 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the Parent Agency's certification of compliance with these requirements. The Parent Agency has accordingly reviewed these regulations.

14. When issuing statements, press releases requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of federal funds for the program or project.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on thirty (30) days' advance written notice. DEA's support to the DEA Division______, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

	San Francisco
Special Agent in Charge	Division
Bob P. Beris	
Printed Name	Date

For the Parent Agency:

Agency Head	Date
Printed Name and Title	

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