

## Template Memorandum of Understanding (MOU)

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The local law enforcement agency and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) should establish a memorandum of understanding (MOU) with its CGIC partners to formalize its processes and resources for multi-agency coordination and communication. The MOU will vary based on agency requirements, roles and expectations, the structure of each partner agency, and the scope of the agreement. MOUs should be customized to account for any unique characteristics of the specific community and participating jurisdictions. The attached template was designed based on MOUs already in use by law enforcement agencies, the ATF, and their CGIC partners.

Considerations for developing the CGIC MOU:

- Listing the agencies and jurisdictions to be included in the agreement
- Setting up the structure for the partnerships
- Clarifying and defining responsibilities and supervision
- Determining resource allocation and defining rules for information sharing
- Outlining the duties and obligations of all partners



# MEMORANDUM OF UNDERSTANDING AMONG THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES;

This Memorandum of Understanding (MOU) is entered into by and between the above agencies and sets forth their relationships concerning the local Crime Gun Intelligence Center (herein referred to as CGIC).

## BACKGROUND

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A local Crime Gun Intelligence Center (CGIC) is an interagency collaboration that focuses on the collection, management and analysis of crime gun evidence and data. This initiative provides a proactive, intelligence-based identification of violent gun offenders in the . The CGIC will produce timely, precise, and objective intelligence data (via ATF's National Integrated Ballistic Information Network (NIBIN) and ATF's Electronic Tracing System (eTrace), to focus the efforts of federal and state law enforcement, forensic, and prosecutorial resources on the most violent gun offenders in . Actionable intelligence will lead to identifying, apprehending and prosecuting active shooters within our community. This partnership ultimately results in generating greater evidence towards solving gun crime and removing crime guns and violent gun offenders from the streets of the .

## CGIC MISSION

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Prevent gun violence through the consistent production of timely, precise, and actionable intelligence concerning gun crimes to identify armed violent offenders for investigation, disruption, and targeted enforcement.

## AUTHORITIES

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Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction 28 U.S.C. sec 599A; 27 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ 921 et. seq. and the National Firearms Act, 26 U.S.C. §§ 5861 et. seq.

## PURPOSE

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The CGIC provides for an interagency process designed to utilize all available investigative and enforcement resources in conjunction with state and federal prosecutors to identify, arrest, prosecute, and convict violent gun offenders. To do so, the CGIC will perform the activities and duties described below:

1. Comprehensively collect and process ballistic evidence (crime guns and shell casings)
2. Analyze crime gun information (NIBIN and eTrace)
3. Investigate crime gun information to identify and apprehend active gun offenders and bring violent gun crime to a successful closure through local and federal prosecution. Identify crime gun sources and high risk federal firearm licensees (FFL)
4. Gather and report intelligence data relating to firearms trafficking to the ATF
5. Provide feedback and necessary training to CGIC participants to ensure sustainability and evaluate CGIC effectiveness and impact on violent gun crime.

## EXECUTIVE BOARD

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Each participating agency will designate one member to the CGIC executive board. The executive board will review the progress of the CGIC and will direct the strategic priorities for the CGIC, including further requests for funding and governmental grants. The executive board will also be responsible for approving the addition of further agencies to participate in the CGIC. If approved, any new participating agency will be allowed to designate a member to the executive board. On any voting actions, each board member will have one vote, and a simple majority is necessary to approve any matters requiring a vote. The executive board will meet quarterly in

## OPERATIONAL TEAM MEETINGS

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Designated ATF, law enforcement, analytical personnel, prosecution, and parole and probation partners will attend weekly or biweekly CGIC operational team meetings. During these meetings, CGIC partners will discuss active CGIC cases, NIBIN and eTrace intelligence, prosecutorial considerations, and other related matters.

## MEASUREMENT OF SUCCESS

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Successful CGIC outcomes include reduced gun violence and reduced flow of illegal firearms in a given community. Success of the CGIC will be assessed through a process and impact evaluation, or other identified mechanism to assess effectiveness. While measures may vary slightly across agencies, if a CGIC process is being implemented within a larger crime-fighting initiative (such as focused deterrence), there are specific data that all agencies should be collecting in order to evaluate its success. Obtaining assistance from academic partners to accomplish this task is strongly recommended.

First, in order to understand the effectiveness of the CGIC process, the procedures must be documented and assessed through a process evaluation. A process evaluation requires documenting the progression of the CGIC process, conducting observations, collecting data, and reporting. Descriptive measures to be included in a process evaluation include CGIC staffing information, jurisdictional demographics, and crime information.

Second, an impact evaluation should be conducted to help leaders identify how their efforts have made an impact in their jurisdiction both in the short-term and long-term. Leaders should use their existing RMS, or a designated NIBIN data management system, to measure important outcomes. Critical core data to be collected include: calls for service, crime incidents, gun-related arrest information, NIBIN and eTrace data (entries, hits, and leads), prosecutorial information, and desired outcomes.

The success of the CGIC will be dependent, in part, upon the participating agencies' willingness to share certain information, such as crime statistics, NIBIN and eTrace information, and arrest and conviction information.

## PHYSICAL LOCATION

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Personnel assigned to the CGIC by their employers will be located at the

## SUPERVISION AND CONTROL

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The day-to-day supervision and administrative control of personnel assigned to the CGIC will be the mutual responsibility of the participants, with an ATF supervisor and law enforcement agency supervisor sharing operational control over all operations related to the CGIC.

Personnel shall remain subject to their respective agencies' policies, and they shall report to their respective agencies regarding matters unrelated to this MOU.

## PERSONNEL, RESOURCES, AND SUPERVISION

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To accomplish the objectives of the CGIC, each participating agency agrees to make available to their assigned personnel any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios) to task force officers (TFOs) assigned to ATF, those TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

## REPORTS AND INFORMATION SHARING

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Information will be freely shared among the participants with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. Except as noted below, no information gathered during the course of the CGIC, to include informal communications between participants, may be disseminated to any non-law enforcement third party by any CGIC member without the express permission of a CGIC supervisor.

Any public requests for access to the records or any disclosures of information obtained by CGIC members during CGIC investigations will be handled in accordance with applicable rules of criminal procedure, statutes, regulations, and policies pursuant to the Freedom of Information Act, the Privacy Act, any state-specific rules of criminal procedure, the Federal Rules of Criminal Procedure, and other applicable federal and/or state statutes and regulations.

## DECONFLICTION

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Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the CGIC, 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.
- c. Each participating agency agrees to participate in investigative deconfliction processes and procedures.

The points of contact for the CGIC are set forth in the attached Appendix to this MOU.

## EVIDENCE

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Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a participant intended for federal prosecution will be placed in the ATF designated location, using the procedures found in ATF orders.

All recovered evidence shell casings and seized crime guns by a participant must be submitted for examination and for NIBIN entry. Once all analyses are completed, all shell casings and crime guns will be returned to the submitting agency. All firearms information/descriptions taken into custody must be submitted to ATF's National Tracing Center.

## JURISDICTION/PROSECUTIONS

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Cases will be reviewed by the participating agencies, the USAO, and appropriate state or local prosecution offices, to determine whether cases will be referred for prosecution to the USAO or to the relevant state or local prosecution office. This determination will be based upon which venue for prosecution will best serve the interests of justice and remove a violent gun offender from the community as quickly as possible. 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.

## **MEDIA**

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Media relations will be handled by designated CGIC personnel and 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.

## **DISPUTE RESOLUTION**

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

## **LIABILITY**

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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.

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 parties for such acts or omissions. Legal representation by the United States 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.

It is expressly understood and agreed by all Partners that employees of any CGIC partner receiving compensation for work performed under this MOU shall in no way be deemed employees of the CGIC partners.

The parties to this MOU are not legally "partners" to the extent that the term encompasses joint and several liability. Each party under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

## **DURATION**

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This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the CGIC without providing ninety (90) days written notice to other participating agencies.

## **MODIFICATIONS**

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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.

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**ATF**

By:

Date:

**City Attorney's Office**

By:

Date:

**Department of Corrections**

By:

Date:

**Police Department**

By:

Date:

**U.S. Attorney's Office**

By:

Date:

**State Crime Laboratory**

By:

Date:

**County District  
Attorney's Office**

By:

Date:

**Attorney  
General's Office**

By:

Date:

**Research Partner**

By:

Date:

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## **APPENDIX: CGIC MOU POINTS OF CONTACT**

ATF:

Police Department/Law Enforcement Agency:

County District Attorney's Office:

City Attorney's Office:

U.S. Attorney's Office:

Attorney General's Office:

Department of Corrections:

Crime Laboratory:

Research Partner:

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