

**Task Force Agreement Pertaining to Use of Mesquite Police Department Body-Worn
Cameras by Deputized Task Force Officers**

This Agreement is between the Drug Enforcement Administration (DEA) and the Mesquite Police Department. In addition to the task force named, this Agreement also applies to all deputized officers of Mesquite Police Department, including those granted case-specific or emergency deputizations. Pursuant to Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety; Memorandum from Deputy Attorney General Lisa Monaco, Body-Worn Camera Policy, June 7, 2021 (DOJ Policy); DEA's Body Worn Camera Policy; and the most current Task Force Agreement between DEA and Mesquite Police Department (TFO Agreement), Mesquite Police Department has advised DEA that it will require its deputized officers participating in the Task Force or otherwise deputized by DEA to use Body-Worn Cameras (BWCs) owned and issued by Mesquite Police Department. This agreement governs that use only; it does not govern BWCs owned and issued by DEA to deputized officers of Mesquite Police Department. No Task Force Officer (TFO) shall be permitted to participate in any DEA operation that requires the use of BWCs, as outlined in DEA's BWC Policy until this agreement is ratified.

The Parties hereby agree that the most current version of DEA's BWC policy shall govern TFO BWC usage, even those not specified herein, to include the following:

- I. Task Force Officers (TFOs) will adhere to DOJ Policy and DEA's Body-Worn Camera Program Policy contained in the DEA Agents Manual (AM) § 6125 (attached to this Agreement), and other applicable DEA policies and procedures.
- II. Mesquite Police Department confirms that prior to executing this agreement it has provided to DEA 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.
- III. Use of BWCs during Federal Task Force or Other Federal Operations:

TFOs will be allowed to wear and activate their BWC recording equipment in accordance with AM § 6125 and other applicable DEA policies.

 - A. TFOs will follow the provisions set forth in this agreement for use of BWCs, as more fully articulated in the attached BWC Policy, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the federal Task Force.
 - B. TFOs may possess and use only one agency-issued and agency-owned BWC, under this agreement. TFOs will not be allowed to possess or use any privately owned BWC. TFOs may only wear one BWC, either one issued by the Parent Agency *or* one issued by DEA.

- C. 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.
- D. Even when BWC use would be permissible in the circumstances set forth in Section III.A above, consistent with DEA BWC Policy, TFOs are prohibited from intentionally recording unless unavoidable to comply with the recording requirements of the BWC policy:
 - 1. Undercover personnel;
 - 2. Confidential informants or confidential sources;
 - 3. On-scene witness interviews prior to or after the operation; or
 - 4. On-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to or after the operation.

IV. Mesquite Police Department Internal Controls:

- A. Deputy Chief Brandon Ricketts will serve as a point-of-contact (POC) for DEA on BWC matters.
- B. Mesquite Police Department will notify DEA of any change in state or local law that will modify how DEA 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 DEA. DEA will notify Mesquite Police Department of any changes in federal law, DOJ policy, or DEA policy that will modify how DEA 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 DEA, and will provide Mesquite Police Department with a copy of the updated policy.
- C. Mesquite Police Department will notify and consult DEA prior to making any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
 - 1. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recordings, and associated metadata, from BWCs owned and issued by Mesquite Police Department made while the deputized TFO is working under federal authority.
- D. Mesquite Police Department will provide training to DEA Task Force personnel on the BWCs to familiarize them with the capabilities and operation of BWCs used during Task Force activities. DEA will provide training to deputized TFOs in DOJ and DEA policy regarding use of BWCs while working under federal authority.

E. Mesquite Police Department will allow DEA Task Force supervisors to make decisions about recording or not recording under the same circumstances that Mesquite Police Department supervisors are allowed to make such decisions. Mesquite Police Department will provide training to DEA personnel as needed to implement this.

V. Handling of BWC Recordings Made During Federal Task Force or Other Federal Operations:

TFO BWC Recordings Made During Federal Task Force or Other Federal Operations will be handled in accordance with DEA's BWC and other applicable DEA policies.

A. Expedited Public Release: The procedures governing the expeditious release of TFO BWC footage will occur in accordance with DEA's BWC Policy and other applicable DEA policies.

B. 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 Regulations")); and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination.

C. If a TFO BWC recording involves a "reportable incident" as defined in AM 6114.2 et. seq., or involves another time-sensitive or urgent situation, Mesquite Police Department will provide DEA copies on an expedited basis, including during non-business hours.

D. Mesquite Police Department will provide witnesses as needed to authenticate TFO recordings in DEA cases.

E. Mesquite Police Department will inform DEA of the length of time TFO BWC recordings will be retained by the agency before deletion. Mesquite Police Department will honor any request by DEA to retain the TFO BWC recordings for a longer period of time.

F. The Mesquite Police Department will restrict access to TFO BWC recordings within the agency as mutually agreed between DEA and Mesquite Police Department.

G. Mesquite Police Department will notify DEA immediately of any unauthorized access to TFO recordings discovered by the agency.

H. Mesquite Police Department will cooperate fully with DEA in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing

