

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO AND THE BUREAU OF  
ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES  
REGARDING USE OF THE SACRAMENTO POLICE DEPARTMENT'S  
FORENSIC EVIDENCE LAB**

This is a Memorandum of Understanding (MOU) between the City of Sacramento, by and through the Sacramento Police Department (SPD) and the United States Department of Justice (DOJ) Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). When referred to collectively, the SPD and the ATF are referred to as the "Parties."

1. **BACKGROUND.** The SPD Forensic Evidence Lab is used in connection with criminal investigations and to process evidence by law enforcement personnel. The Forensic Evidence Lab has a machine that accesses the Integrated Ballistics Identification System (IBIS) which allows entry of ballistic information obtained from shell casings into a network database. Comparison of the shell casings assist in determining whether the shell casings recovered from a crime scene are a match to any known or previously entered data. ATF also has a need to conduct test firing of firearms at the Forensic Evidence Lab's bullet trap in connection with criminal investigations.
2. **PURPOSE.** This agreement outlines responsibilities between the Parties concerning the use of the SPD Forensic Evidence Lab located at 555 Sequoia Pacific Boulevard, Sacramento, CA 95811 ("Facilities").
3. **UNDERSTANDING OF PARTIES.**
  - a. Unless otherwise indicated in a separate agreement, by its use of the Facilities, the ATF is not acting in a joint task force, partnership, or in association with any other type of relationship with the SPD.
  - b. Use of the facilities by ATF is subject to availability.
  - c. ATF shall contact the SPD a reasonable time in advance to schedule a date and time to use the Facilities.
  - d. ATF shall ensure that its employees, officers, and personnel are properly trained, qualified, and have taken any required courses to operate any firearm being used at the Facilities.
  - e. ATF agrees to abide by all applicable regulations for use, operation, or conduct while at the Facility. Any questions about applicable regulations shall be directed to the SPD Lieutenant in charge of the Facility.
  - f. ATF shall be responsible for supplying its own ammunition for use at the Facility.
  - g. Should ATF need to borrow ammunition from SPD, ATF agrees it will be responsible for reimbursing the SPD for the cost of the ammunition used.
4. **RELATIONSHIP.** It is understood and agreed that no relationship of employer-employee exists between the Parties for any purpose whatsoever and the entire relationship between the parties is specifically set forth in this MOU. Neither ATF nor ATF's assigned personnel shall be entitled to any benefits payable to employees of SPD, including pay and



**2016-0995**

With: US DOJ AT  
Title: Forensic Evidence  
Laboratory Use

benefits, support, and travel. Each Party is responsible for supervision and management of its personnel to include third-party private contractors operating on their behalf.

5. **AGENCY.** Except as the Parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this MOU to bind the other party to any obligation whatsoever.
6. **INDEMNITY.** ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers (TFOs), 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 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.

7. **NOTICE.**

All correspondence and notices to be given pursuant to this MOU will be addressed to:


Sacramento Police Department  
Attn: Lt. Rudy Chan  
5770 Freeport Blvd. #100  
Sacramento CA 95822-3516

*BUREAU OF Alcohol, Tobacco, Firearms and Explosives*  
Attn: *RAC R. Graham BARLOWE*  
*1325 J STREET SUITE 1520*  
*SACRAMENTO CA 95814*

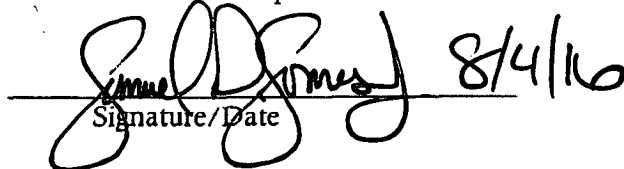
8. **MODIFICATION OF MOU.** This MOU may only be modified by a written agreement of the Parties, duly signed by their authorized representatives.
9. **DISPUTE.** The interpretation and enforcement of this MOU shall be governed by the law of the State of California, unless Federal law conflicts. The Parties agree that should any disputes arise over the terms of the MOU; the Parties will first attempt to engage in good faith, informal efforts to resolve any dispute. Should the informal dispute resolution process fail to resolve a dispute, the Parties agree that any lawsuit shall be filed in state or federal court located in Sacramento County, California, unless Federal law conflicts.

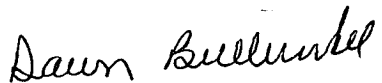
10. **TERMINATION.** This MOU may be terminated without cause at any time by either SPD or ATF. Any notice of termination shall be in writing and sent to the person and location identified in Paragraph 7.
11. **TRANSFERABILITY.** This MOU is not transferable except with the written consent of the Parties.
12. **ENTIRE UNDERSTANDING.** This MOU embodies the entire understanding between the Parties and supersedes whatever oral or written understanding the Parties may have had prior to entering into this MOU.
13. **COUNTERPARTS.** The Parties may execute this MOU in counterparts which shall, in the aggregate, be signed by all the parties.
14. **EFFECTIVE DATE.** This MOU takes effect beginning on the day after the last Party signs.

Jill Snyder, SAC  
Bureau of Alcohol, Tobacco, Firearms and Explosives

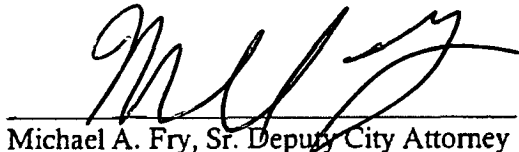
  
Signature/Date 7/20/16

SAM SOMERS, Chief  
Sacramento Police Department

  
Signature/Date 8/4/16

Attested By:   
Dawn Bullwinkel  
Assistant City Clerk 8-17-16

APPROVED AS TO FORM

  
Michael A. Fry, Sr. Deputy City Attorney