



# City of Sacramento

Tax ID # if applicable:

**Requires Council Approval:** ☒ **No** ☐ **YES** Meeting:

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

## General Information

<b>Type:</b> MOU <b>PO Type:</b> Select PO Type <b>\$ Not to Exceed:</b> \$ 0		<b>Attachment: Original No.:</b> <b>Original Doc Number:</b>
<b>Other Party:</b> Bureau of Alcohol, Tobacco, Firearms and Explosives		<b>Certified Copies of Document:</b> 0
<b>Project Name:</b> ATF-NIBIN MOU		<b>Deed:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
<b>Project Number:</b>	<b>Bid Transaction #:</b>	<b>E/SBE-DBE-M/WBE:</b>

## Department Information

Department: Police	Division: Investigations	Date: December 1, 2015
Project Mgr: Candace Primrose, Forensics	Supervisor: Rudy Chan, Lieutenant	
Contract Services: Tammy Jones, Analyst	Division Manager: Marc Coopwood, Captain	
Phone Number: (916) 808.0312	Deputy Chief: Mike Bray, Deputy Chief	
Comment: GAU File #2015-306	Department ID: 11001231	

## Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>ti for CP</i>	12/01/15
Fiscal:	<i>SP</i>	12/11/15
Contract Services:	<i>TJ</i>	12/01/15
Office Lt./Supervisor:		
Office Capt./Div. Mngr:		
Office Deputy Chief:		
City Attorney:	<i>MAF</i>	11/20/2016

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Somers Jr., Samuel D. Department Director:	<i>[Signature]</i>	12/4/15
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

**Contract Cover/Routing Form: Must Accompany ALL Contracts;**

## For City Clerk Processing

**Finalized:**

Initial:

*DRB*

Date:

1-22-16

**Imaged:**

Initial:

Date:

**Received:**

(City Clerk Stamp Here)



With: Bureau of Alcohol,  
Tobacco, Firearms & Explosives  
Title: ATF-NIBIN MOU

**2016-0087**

Sacramento City Clerk's Office  
915 I St, 5th Floor  
Received 01/20/2016 04:15 PM

## **MEMORANDUM OF UNDERSTANDING**

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the "Sacramento Police Department" Regarding the National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the "Sacramento Police Department," hereinafter collectively referred to as "the parties," and the "Sacramento Police Department," referred to as the "NIBIN Partner." This MOU establishes and defines a partnership between the parties that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution.

### **AUTHORITY**

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44.

### **BACKGROUND**

The ATF NIBIN Program uses an integrated investigative approach that works in concert with other Federal, State, tribal, and local law enforcement agencies in combating firearms-related violence using ballistic imaging technology to compare images of ballistic evidence obtained from crime scenes and firearms. The mission of the program is to reduce firearms violence through aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns.

### **SCOPE**

Participation in this program is expressly restricted to the sharing of ballistic imaging of firearms data associated with crimes recovered by any law enforcement agency in the United States and international law enforcement partners who have entered into agreements with ATF to share ballistic data. ATF may work with our international law enforcement partners to search their networks in an effort to identify a gun in their data base against a crime gun in ATF's NIBIN network.

NIBIN systems may be used only for imaging of ballistic evidence and test fires of firearms illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime. Ballistics information and/or evidence from firearms taken into law enforcement custody through a Gun Buy Back Program, property damage crimes involving firearms, found or abandoned firearms, and domestic disturbances are permitted for entry in the NIBIN database.



**2016-0087**

With: Bureau of Alcohol,  
Tobacco, Firearms & Explosives  
Title: ATF-NIBIN MOU

An ATF-owned NIBIN unit will not be used to capture, share, or store ballistic images acquired at the point of manufacture, importation, sale, or law enforcement-issued firearms not associated with crimes. The NIBIN system/database does not store information related to firearms owners or registration.

### **APPLICABLE LAWS**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

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### **MODIFICATIONS AND TERMINATIONS**

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following notice, unless an alternative date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the database and any ATF-deployed NIBIN system. ATF agrees to provide to the NIBIN Partner an electronic copy of the data collected by the NIBIN Partner, subject to Federal law and regulation.

### **LIABILITY**

The NIBIN Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use of any NIBIN system or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

### **ATF-DEPLOYED SYSTEM INSTALLATION**

The NIBIN Partner hereby agrees and acknowledges that all ATF-deployed NIBIN systems shall remain the property of ATF and the U.S. Government. ATF agrees to provide, install, and maintain all ATF-deployed and ATF-maintained NIBIN systems for use by the NIBIN Partner and any other law enforcement agencies served by or in

partnership with the NIBIN Partner. Should the installation of the NIBIN system require physical construction at the site, the NIBIN Partner will be responsible for such construction and any associated costs. If a system is to be moved to allow additional access outside of a laboratory, ATF will work with our Partner to ensure the appropriate protocols are put into place to ensure the integrity of crime gun evidence along with maximum use of the equipment.

#### **ATF-DEPLOYED SYSTEM MAINTENANCE**

ATF will maintain all ATF-deployed NIBIN systems furnished to the NIBIN Partner and repair or replace inoperable or outdated systems in an expeditious manner, subject to availability and funding. Any systems that are under a self-maintenance agreement with the vendor are not covered under ATF's maintenance package. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. The NIBIN Partner agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, or replacements to the NIBIN systems not expressly authorized in writing by ATF in advance, and further agrees to exercise due care in every respect to prevent system movement, damage, destruction, or misuse.

#### **ATF-DEPLOYED SYSTEM USAGE**

Because the NIBIN Program focuses on the reduction of firearms-related violent crimes the NIBIN Partner shall enter all eligible ballistic evidence recovered from crime scenes as timely as possible. In addition, the NIBIN Partner shall enter into NIBIN test-fire cartridge casings from eligible firearms taken into Law Enforcement custody as timely as possible. All NIBIN Partner owned NIBIN equipment will be held to same standards as ATF-deployed systems. NIBIN Partners may not charge other law enforcement agencies for the entry of evidence into ATF-owned or ATF-maintained automated ballistics technology used in the NIBIN Program.

#### **ATF - DEPLOYED SYSTEM REMOVAL**

ATF retains the right to remove a NIBIN system upon: (1) a determination that the equipment is being neglected or misused; (2) is not being effectively used to combat violent crime; (3) receipt of written notification of the termination of the participation of the NIBIN Partner in the NIBIN Program; (4) termination of the NIBIN Program by ATF; (5) the cancellation of this MOU by ATF; or (6) failure to comply with any obligations or requirements set forth in this MOU.

If ATF intends to remove a NIBIN system from the NIBIN Partner, ATF will provide written notice.

#### **SYSTEM MOVEMENT**

ATF authorizes NIBIN system moves only with ATF written approval to our Partner. Any movement of the NIBIN system after the initial installation will be accomplished at the expense of the NIBIN Partner and only after receipt of authorization by, and

coordination, with FTI. In order to realize maximum use of the equipment, it should be placed where trained personnel can expeditiously enter evidence. ATF will work with each partner to realize optimal placement of equipment to obtain actionable investigative leads.

In the event of a natural disaster, ATF will work with our NIBIN Partner to safeguard the NIBIN equipment.

Due to communication line installation/move requirements, NIBIN Partners must provide a minimum of 60 days advance notice to ATF and the NIBIN system manufacturer before the intended move of a NIBIN system.

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In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN system caused by its employees, contractors, or any other person under its control, the NIBIN Partner agrees to assume the cost of replacement or repairs of the equipment.

The NIBIN Partner agrees to report to ATF, within 5 working days, any incident involving the following: an unauthorized movement, alteration, damage, or destruction of ATF-deployed NIBIN systems, any unauthorized use of NIBIN systems or the unauthorized release of data related to the NIBIN Program.

#### **COMMUNICATION LINES**

ATF will provide and support primary communication lines necessary for connecting NIBIN systems to the NIBIN network.

#### **SECURITY**

The NIBIN Partner will comply with all ATF, DOJ and/or other Federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies. ATF will promptly notify the NIBIN Partner should these requirements change. All NIBIN sites will not knowingly allow a person to access the NIBIN network using another person's User ID and Password.

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The NIBIN Partner agrees to conduct criminal background checks, including fingerprint checks, of all NIBIN users. Upon successful completion of these background checks, the NIBIN Partner will notify ATF's NIBIN Branch in writing.

#### **AUDITS**

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF, DOJ, the Office of the Inspector General, the General Accountability Office and other auditors designated by the U.S. Government regardless if the system is funded by the NIBIN Partner or ATF. Such audits may include reviews of all records, performance measurements, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Further, all parties hereby agree to allow auditors to conduct one or more in-person interview(s) of any and all personnel the auditors have determined may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The NIBIN Partner hereby acknowledges its understanding that, for accounting purposes, that the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>.)

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### **PERSONNEL AND TRAINING**

Prior to the execution of this MOU and a NIBIN system installation, the NIBIN Partner must employ, or have access to, a technical person capable of performing forensic microscopic comparison of bullet and cartridge evidence.

The NIBIN Partner agrees to provide and maintain sufficient personnel to operate the NIBIN system and agrees to allow use of the equipment by ATF personnel or our representatives to support the program at the host location. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the NIBIN Partner. If the NIBIN Partner determines that additional personnel resources are required, all costs associated with this hiring will be borne by the NIBIN Partner. All users of the equipment must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Following basic entry training, ATF will verify trainee competency before authorizing network access. Individuals trained internally by a NIBIN Partner will not be certified as appropriately trained until they successfully pass a competency test administered by ATF.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency. Any such other law enforcement agency agrees to the same restrictions placed upon the NIBIN Partner by this MOU. However, the NIBIN Partner agrees to assume full liability and responsibility for the administration of such access.

Access to the NIBIN system will be under the management and control of the NIBIN Partner. The NIBIN Partner will ensure that only trained, cleared and qualified personnel have access to the NIBIN system.

Participating agencies will develop the appropriate standard operating procedures to ensure all eligible ballistic evidence will be submitted for NIBIN.

### **COORDINATION**

ATF and the NIBIN Partner agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting and preserving firearms, bullets, casings and any similar evidence submitted for analysis and input into NIBIN.

ATF and the NIBIN Partner similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange and protection of information, to include information as to the location where ballistic evidence was collected, the circumstances under which it was collected and all crimes to which the firearm(s) or other ballistic evidence is linked.

ATF and the NIBIN Partner agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network. Such protocols will be applicable as they are implemented.

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The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies and quality assurance standards as established above.

The NIBIN Partner agrees to provide ATF with access to all information, reports and any other relevant information regarding crimes related to evidence entered into the system as well as monthly reports outlining historical, statistical and case adjudication information on the use and results of the use of the NIBIN Program and/or system and the related services provided by ATF and the system manufacturer in order to ensure the capturing of required performance management information. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress and the public on NIBIN results. Additionally, ATF will collect information for results-oriented performance measures.

#### **PUBLICITY**

Any NIBIN Partner who becomes aware of, or participates in, publicity related to the NIBIN system and investigations within their jurisdiction should advise ATF of same within 48 hours.

#### **DISCLOSURE OF INFORMATION RELATED TO NIBIN**

No disclosure of information that requires extraction of data from the NIBIN data base shall be made without express authorization from ATF except for when the information is to be used for a criminal investigation or prosecution.

#### **INCORPORATION OF APPENDIX**

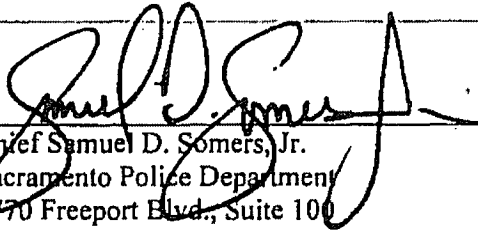
The Appendix to this MOU includes definitions of terms used. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, etc., the Appendix may be updated. Parties to the MOU agree and understand that the Appendix is incorporated by reference as if fully stated herein. Execution of the MOU constitutes agreement to abide by the requirements and protocols set forth in the Appendix.


### SIGNATORIES

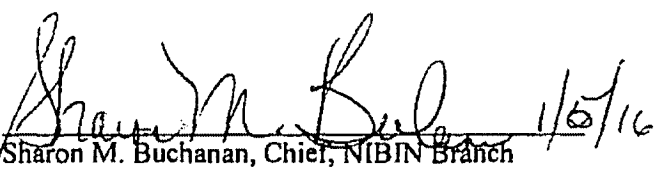
The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF Special Agent in Charge and the NIBIN Partner signature.

### AGREEMENT


ATF and the NIBIN Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program. In witness thereof, the parties have hereby executed this MOU this 22 day of January, 2016.

  
Chief Samuel D. Somers, Jr.  
Sacramento Police Department  
6770 Freeport Blvd., Suite 100  
Sacramento, CA 95822

  
Jill A. Snyder  
Special Agent in Charge  
Bureau of Alcohol, Tobacco Firearms and Explosives  
San Francisco Field Division

  
Sharon M. Buchanan, Chief, NIBIN Branch  
Firearms Operations Division  
Bureau of Alcohol, Tobacco, Firearms and Explosives

APPROVED AS TO FORM:  
  
CITY ATTORNEY

Attested By:   
Dawn Bullwinkel  
Assistant City Clerk

1-22-16



## **Appendix**

### **TERMS**

**Acquisition** - An entry of a ballistic image

**ATF** - Bureau of Alcohol, Tobacco, Firearms and Explosives, a principal law enforcement agency within the U.S. Department of Justice (DOJ).

**Bullets** - Designated calibers of projectiles fired from rifles, revolvers and pistols.

**Cartridge Casings** - Designated metal casings from cartridges fired from rifles, shotguns, revolvers and ejected from pistols.

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**Correlation** - Automated data comparison of signature images to a database.

**Crime Gun** - Any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime or act of terrorism.

**Found and Abandoned Firearms** - Firearms seized/retained by law enforcement and entered into property that are not readily identified as being possessed by a specific individual at the time they come into the custody of law enforcement. "Found or Abandoned Firearms" are seized/retained and entered into property when the seizing law enforcement official can articulate a potential connection to crime.

**NIBIN Network** - An ATF-designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program.

**NIBIN Program** - The integration of aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns utilizing automated ballistics technology.

**NIBIN System** - Refers to integrated ballistic imaging, analysis, and information processing system for use with automated ballistics technology.

**Performance Measurements** - Various management instruments used to evaluate program effectiveness in successfully removing shooters and their crime gun sources.

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**Potential Candidate for Confirmation** - Two bullets or cartridges cases displaying sufficient similarity during a correlation review such that the items should be compared using traditional comparative microscopy by a trained firearm examiner to determine if they can be associated to the same firearm.

**Security Requirements** - Types and levels of protection necessary for equipment, data, information, applications, and facilities to meet security policies.

**Security Policies** - The set of laws, rules, directives and practices that regulate how an organization manages, protects and distributes controlled information.

**Timely** – Strive to make evidence entries within 48 hours and return potential candidate for confirmation for investigative follow up. Timely entries are critical to aid in the speedy identification of shooters and others involved in firearms related crimes so that they do not remain on the street to commit additional violent crime.

**Volunteers** – Individuals who have chosen to perform gratuitous services and have entered into an agreement with the local NIBIN Partner agency addressing all issues of confidentiality, costs, and a waiver of all claims against the Federal government.

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