

AN ORDINANCE 2017-04-20-0267

AUTHORIZING THE RATIFICATION OF TWO MEMORANDUMS OF UNDERSTANDING BETWEEN THE SAN ANTONIO POLICE DEPARTMENT (SAPD) AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF), ESTABLISHING AND DEFINING A PARTNERSHIP THAT WILL RESULT IN AN ATF NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK SYSTEM LOCATED AT THE SAPD.

* * * * *

WHEREAS, the National Integrated Ballistic Information Network (NIBIN) Program automates ballistics evaluations and provides actionable investigative leads in a timely manner; and

WHEREAS, SAPD currently does not have access to a NIBIN system; and

WHEREAS, the NIBIN systems is used for imaging of ballistic evidence and test fires of firearms illegally possessed, used or suspected of use in a crime, found or abandoned; and

WHEREAS, the 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; and

WHEREAS, ATF is financially responsible for the installation and maintenance of the NIBIN system; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Chief of the San Antonio Police Department and ATF entered into two Memorandums of Understanding on March 31, 2017, copies of which are attached hereto as **Exhibit 1 and Exhibit 2**, respectively. The terms and conditions and the execution of each of these documents are hereby ratified, and any and all actions taken on behalf of the City of San Antonio pursuant to each of those documents prior to this ratification are hereby approved and ratified in all things.

SECTION 2. In accordance with the requirements set forth in the MOU, SAPD has provided a location for the equipment and has expended approximately \$7,000.00 to prepare the location for use. Additionally, travel expenses will be incurred to send three members of SAPD to Huntsville, Alabama, for training on the system by ATF. Travel costs are estimated to be approximately \$4,500.00. All costs will be covered by the Department's current budget.

SECTION 3. General Ledger No. 5207010, Cost Center 1701010001 and Fund No. 11001000 are hereby designated for use in the accounting for the fiscal transaction in this ordinance.


SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 20th day of April, 2017.



M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Cor. Andrew Segovia, City Attorney

Agenda Item:	22 (in consent vote: 4, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23)						
Date:	04/20/2017						
Time:	09:29:12 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the ratification of a Memorandum of Understanding between the San Antonio Police Department and the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, establishing and defining a partnership that will result in an ATF National Integrated Ballistic Information Network system located at the SAPD. [Erik Walsh, Deputy City Manager; William P. McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit 1

MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the San Antonio Police Department (SAPD) 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 SAPD hereinafter collectively referred to as "the parties," and the SAPD 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.

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.

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 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. 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.

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.

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>.)

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.

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 31 day of March,

2017.



Chief William McManus
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

Name of SAC
Special Agent in Charge
Bureau of Alcohol, Tobacco Firearms and Explosives

Field Division

Name of NIBIN Branch Chief
Firearms Operations Division
Bureau of Alcohol, Tobacco, Firearms and Explosives

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.

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.

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.

Exhibit 2

Memorandum of Understanding (MOU) Between

The
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

And

The
San Antonio Police Department (SAPD)
Hereinafter referred to as NIBIN Partner Site (NPS)

I. PURPOSE

This serves as an agreement between ATF and NPS: SAPD.

This agreement allows for ATF to perform correlation review(s) for the NPS ballistic evidence which is entered into the NIBIN database. These correlation reviews will be conducted by ATF through the NIBIN National Correlation and Training Center (NNCTC) and will be disseminated back to the affected parties as documented in this MOU.

II. ROLES AND RESPONSIBILITIES OF ATF

The NNCTC, on the basis of a request for assistance by the appropriate ATF Field Division Special Agent in Charge (or their Designee), will perform correlation reviews on all ballistic evidence entered into NIBIN by the NPS and issue documentation of the NIBIN Leads or Negative results to all affected parties within 24-48 hours. The NNCTC will not perform correlation reviews on evidence that was entered prior to the MOU effective date.

The ATF Special Agent in Charge initiating the request will assign a field division liaison to act as an intermediary between the NNCTC and the NPS and ensure that the protocols established by this MOU as well as ATF ORDER 3315.1 are followed in order to establish effective processes for the utilization of NIBIN in the field.

The fact that a site takes advantage of the NNCTC service will have no bearing whatsoever on the accreditation. A participating site simply needs to write the NNCTC into their procedures, and if needed, ATF will provide the qualifications and training of the individuals performing the correlation reviews.

The services of the NNCTC will be handled by highly trained IBIS technicians. In addition, all of the technicians work will be peer reviewed and finally reviewed by a senior firearms & tool mark examiner assigned to the NNCTC prior to dissemination to the field.

The NNCTC will review the top 100 correlation results for every case. This standard was established based upon research & discussion within the NIBIN community as well as published articles on the subject. If necessary and justified by the circumstances of a particular investigation, the NNCTC will increase this threshold as warranted. A site may request a more exhaustive search of the database or an expedited correlation review/response (under 24 hours) when the NPS deem it absolutely necessary and mission critical; however, appropriate justifications for such service will be required along with follow up written documentation to the NNCTC.

These types of requests should be rare based upon the success we will achieve within the top 100 correlations results and the standard 24-48 hours turnaround; therefore, the procedure for the NPS to request either will be handled via telephonic communication with the NNCTC Firearms & Tool mark Examiner supervisor & followed up by an email documenting the justification for such request(s).

The NNCTC will provide accurate and timely documentation of the correlation reviews and negative results to the following parties:

1. NIBIN Partner Site-Lab entering the original ballistic evidence into NIBIN
2. NIBIN Partner Site-Investigator submitting the evidence for comparison
3. ATF Crime Gun Intelligence Center-To provide additional intelligence and investigative capabilities in support of the NIBIN Lead.

The purpose of all three notifications is to ensure adequate follow up, feedback and documentation of the NNCTC work product.

III. ROLES AND RESPONSIBILITIES OF THE NPS

The true performance metric of NIBIN is the successful prosecution of shooters. In order to best utilize the services of the NNCTC, the NPS agrees to establish policies and procedures that adhere to the four critical steps of an effective and sustainable NIBIN program:

Comprehensive Collection: NPS must establish internal policies for the collection and submission of all evidence suitable for entry into NIBIN regardless of crime. Evidence includes cartridge cases recovered from crime scenes and test fires from seized or recovered crime guns.

Timely Turnaround: Since violent crime investigations can go "cold" very quickly the goal is to get the evidence into NIBIN as soon as possible after collection, then to provide any and all relevant NIBIN intelligence (NIBIN Leads/Negatives) back to the investigator within 24-48 hours.

Follow-Up: Investigators, intelligence personnel and prosecutors should pursue NIBIN Leads as appropriate. Follow-up contains three distinct but overlapping components: comprehensive crime gun intelligence, effective and thorough criminal investigation, and consistent prosecution.

Feedback: Feedback is necessary for the sustained success of a NIBIN program and allows all involved to benefit from the process through ongoing evaluation and innovation. Feedback should be provided to all parties involved including patrol, investigative, lab, and intelligence personnel.

1. The NPS will enter the applicable investigator(s) contact information into the case comments section when entering evidence into IBIS. The contact information for said investigator should contain at a minimum: Name, Title, Telephone number and Email address in the format provided below. This will allow for the establishment of clear lines of communication between the NNCTC and the field investigators in order to best utilize the NIBIN Lead during the course of criminal investigations.

The screenshot shows a software window titled "Add Case". It contains several input fields and buttons. The fields are: "Case Number *", "Occurrence Date *", "Event Type *", "Case Supervisor", "Originating Agency *", "Originating Agency Reference", "High Profile" (checkbox), "Restricted Status", and "Comments". The "Comments" field contains the text: "John A. Smith", "Detective", "212-555-1234", and "john.a.smith@agency.gov". A grey arrow points to the "Comments" field. There are buttons for "OK", "Cancel", and "Help". At the bottom left, there is a note: "*Mandatory".

2. If the NPS conducts occasional or mission specific correlations reviews in lieu of utilizing the services of the NNCTC, the NPS will indicate this fact by changing the status of the corresponding IBIS correlation requests to "**Previously Viewed**" in order to prevent redundancy.
3. For every test fired cartridge case acquired into IBIS, the NPS will provide all applicable make; model; caliber; and serial number, by associating an IBIS firearm exhibit to the test fired cartridge case or bullet exhibit. The serial number should be documented exactly as it is inscribed on the firearm, NO special characters or titles (i.e. do not input "serial # 123AEG instead input 123AEG"). This will facilitate accurate and timely crime gun intelligence. Also, an effort should be made to enter any other available firearm information in the Firearm Exhibit Details section, such as recovery information and/or possessor.

Add Firearm Exhibit

Exhibit Number *

Caliber * Model

Make * Type *

Serial Number Comments

*Mandatory

OK
Cancel
Help

Details...

IV. REPORTING REQUIREMENTS

On a quarterly basis the NPS will provide a report to the ATF Field Division liaison detailing whether or not any ATF issued NIBIN Lead(s) were later confirmed by a Firearm & Tool mark Examiner.

It is strongly recommended that the NPS forward any relevant NIBIN success stories to ATF. Doing so reaffirms the importance of NIBIN and assists with the advancement of the local and national NIBIN program(s). These success stories can be provided to the ATF Field Division Liaison or emailed directly to NIBINFOD@atf.gov

V. FUNDING AND ADMINISTRATIVE MATTERS

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. This MOU is a basic statement of the understanding between parties of the matter described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

VI. PRIVACY ACT

Over the course of the agreement, both parties may come across information that may identify U.S. persons whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

VII. COMMENCEMENT OR EFFECTIVE DATE DETERMINATION

The terms of this MOU will become effective on the date on which it is signed by all parties. This MOU will remain valid until modified or rescinded by written mutual consent, or terminated unilaterally after 30 days advanced written notice by any party via certified mail. Notice shall be made to the Chief, Firearms Operations Division of ATF.

Special Agent in Charge

Signature
Date: _____

Chief, Firearms Operation Division

Signature
Date: _____

NIBIN Partner Site

Signature
Title: <u>Chief of Police</u>
Date: <u>3-31-2017</u>