

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AURORA POLICE DEPARTMENT
AND
LOMBARD POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Aurora Police Department (APD) and the Lombard Police Department (LPD), hereinafter referred to as the “parties” is to define the responsibilities of the parties with respect to the scheduling and use of APD’s National Integrated Ballistic Information Network (NIBIN). It sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

2. BACKGROUND

This MOU is being executed for the purpose of enhancing the parties’ efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this agreement to accomplish each party’s objective to resolve violent crimes through participation in the NIBIN program.

The parties understand that participation in the NIBIN program is contingent on continued approval from the Bureau of Alcohol, Tobacco and Firearms (ATF) through a MOU between ATF and APD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the U.S. Government. ATF has granted APD permission to use the NIBIN network and two computer systems (e.g., one entry station and one analysis station), which are under APD’s operational control, facility space, and exclusive control. As an ATF NIBIN partner, APD may provide NIBIN network and systems access to another law enforcement agency provided the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as placed on APD.

The parties agree that APD possesses the necessary network access, equipment, space and ballistic facility. The parties recognize that their objectives are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. Lombard Police Department will provide personnel who have successfully completed certification training for the purpose of acquiring, reviewing, and analyzing data.
- b. Lombard Police Department will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at APD facilities. Lombard Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. Lombard Police Department will adhere to any "use of equipment" schedule for routine use, review and analysis to promote efficient and effective operations of any APD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any "use of equipment" schedule may be necessary. The parties agree to communicate with any other affected parties to other APD NIBIN agreements to ensure minimization of impact to the other parties.
- d. Lombard Police Department will comply with all 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 and the ATF-APD MOU incorporated by reference into this MOU.
- e. Lombard Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon APD under the ATF-APD MOU. This includes, but is not limited to, clauses in the ATF-APD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-APD MOU incorporated by reference into this MOU.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with implementing its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

FOR THE LOMBARD POLICE DEPARTMENT



Signature

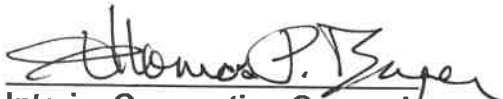
September 5, 2019
Date

Name: Keith Giagnorio

Title: Village President

Location: Village of Lombard

APPROVED AS TO FORM:



Interim Corporation Counsel
Village Attorney

September 5, 2019
Date

FOR THE AURORA POLICE DEPARTMENT



Signature

09.23.19
Date

Name: KRISTEN ZIMAN

Title: CHIEF
1200 E. INDIAN TR.

Location: AURORA, IL

APPROVED AS TO FORM:



Assistant Corporation Counsel

9-27-19
Date