

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

\_\_\_\_\_ Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
    X     Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott Niehaus, Village Manager

**DATE:** August 29, 2019\_ (COW) (B of T) **Date:** September 5, 2019

**TITLE:** Recommendation to Approve Memorandum of Understanding

**SUBMITTED BY:** Chief, Roy Newton, Police Department

**BACKGROUND/POLICY IMPLICATIONS:**

The Lombard Police Department would like to use the Aurora Police Department's Range facility along with its equipment.

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**FISCAL IMPACT/FUNDING SOURCE:**

Time and Materials:  
Signage and Village Installation

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## **LOMBARD POLICE DEPARTMENT**

TO: Village Board of Trustees  
Through Scott Niehaus  
Village Manager

FROM: Roy Newton  
Chief of Police

SUBJECT: Recommendation to Approve Memorandum of  
Understanding

DATE: August 23, 2019

Honorable Lombard Village Board of Trustees,

Since the 1990's, the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has deployed the National Integrated Ballistic Information Network (NIBIN) equipment to approximately 150 Federal, State, and local sites around the country. NIBIN partners use ballistics technology to search ballistic evidence in an automated environment and provide links between firearms-related violent crimes. As an investigative tool, NIBIN can help solve violent crimes and identify shooters before they re-offend.

When a gun is fired, it leaves unique marks on the ammunition casings. Just like a person's fingerprints, no two firearms leave the same marks on a casing. The technology offered takes a 3D image of the ballistic evidence and identifies possible matches to evidence from other violent crimes scenes, allowing law enforcement to connect separate shooting incidents and help identify those responsible.

As they ATF looks to expand their network, the Chicago office has approached Lombard Police Department to be a partner in this evidence collection program. As an example, when a gun is recovered as a result of a crime or search on a traffic stop, detectives from Lombard will utilize the equipment to conduct a ballistics test within 24 hours. Currently, these tests can often take weeks if the crime is non-violent. We would then be able to identify if the offender in possession of the weapon used it in other crimes both in Lombard and throughout the area. This ability to gain this evidence instantly will be a necessary tool for the Lombard Police Department to conduct investigations in an expedient manner. There is no cost or equipment needed to be purchased; all equipment is provided by the ATF.

The ATF has provided the Aurora Police Department and their range facility with this equipment. As such, a Memo of Understanding (MoU) will be required to be signed so that Lombard Police personnel can have access to the Aurora Police Department, its range facility, and the ATF equipment.

Per our Village Attorney, it is necessary that the Lombard Village Board approve the MoU for the use of the Aurora Police Department range facility. I would recommend the Honorable President Giagnorio approve this MoU so that the Village Attorney may sign the agreement. If there are any further questions, please do not hesitate to reach out to my office.

Respectfully,



Roy Newton  
Chief of Police

**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.

## **5. DISCLOSURE AND USE OF INFORMATION**

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency. Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

## **6. SETTLEMENT OF DISPUTES**

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of APD and Lombard Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect APD's right to seek indemnification under Paragraph 9 below.

## **7. COORDINATION AND DECONFLICTION**

If analysis of a shell casing identifies a potential high confidence candidate that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in whole or in part from information received or derived from another party pursuant to this MOU.

## **8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION**

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.
- c. Either party may terminate this MOU upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

- a. The termination party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights therein received under the provisions of the MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

## **9. INDEMNIFICATION**

Each party agrees to defend, indemnify and hold harmless the other, including its employees and officers, for any and all claims, suits, causes or action, damages, or the like or for the cost incurred in any adjudication or settlement of the foregoing. This includes, but is not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents, equipment, facilities or information provided by APD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of either party. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

## **10. DURATION**

This MOU will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

## **11. ENTIRE AGREEMENT**

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by their duly authorized representative

**FOR THE LOMBARD POLICE DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name:

Title:

Location:

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim Corporation Counsel

\_\_\_\_\_  
Date

**FOR THE AURORA POLICE DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name:

Title:

Location:

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Corporation Counsel

\_\_\_\_\_  
Date