

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

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Aurora Police Department (APD) and the Joliet Police Department (JPD), 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. Joliet Police Department will provide personnel who have successfully completed certification training for the purpose of acquiring, reviewing, and analyzing data.
- b. Joliet 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. Joliet Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. Joliet 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. Joliet 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. Joliet 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 Joliet 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 _____, 2018, by their duly authorized representative

FOR THE JOLIET 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