



REPORT TO COUNCIL City of Sacramento

14

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Consent
January 11, 2011

Honorable Mayor and
Members of the City Council

Title: Grant: Application and acceptance of California Emergency Management Agency's (CALEMA) Project Safe Neighborhood (PSN) Program Grant

Location/Council District: Citywide

Recommendation: Adopt a **Resolution:** 1) authorizing the City Manager or the City Manager's designee to apply for and accept \$56,000 in federal grant funding through the California Emergency Management Agency's Project Safe Neighborhood Program; 2) establish a new grant project for the Project Safe Neighborhood Program (#G11008800); and 3) adjust the necessary grant revenue and expense budgets to implement the Project Safe Neighborhood Program (#G11008800).

Contact: David Johnson, Lieutenant, 916.808.0652

Presenters: Not applicable.

Department: Police

Division: Investigations

Organization No: 11001221

Description/Analysis:

Issue: The Police Department is seeking approval to apply for and accept \$56,000 in federal grant funding through the California Emergency Management Agency's Project Safe Neighborhood Program to support the timely processing and analysis of firearms and firearms-related physical evidence. Although the amount of grant funding sought is below the \$100,000 threshold requiring City Council approval, federal grant regulations for this funding explicitly require City Council approval for this application and acceptance.

Policy Considerations: The application for and acceptance of this grant award is consistent with past practices of the utilization of external funding to enhance law enforcement efforts and community safety. The California Emergency Management Agency requires written authorization from the City Council in support of this program.

Environmental Considerations: This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in Section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to Sections 15321(b) (law enforcement activities) and 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

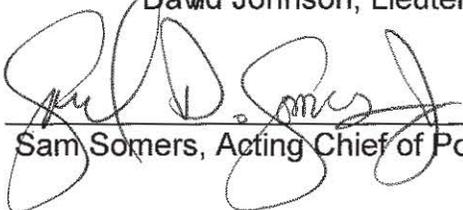
Commission/Committee Action: Not applicable.

Rationale for Recommendation: In July 2010, the Sacramento County Crime Laboratory suspended the processing and analysis of most firearms and firearms-related forensic evidence. This service reduction has greatly impacted the Police Department's ability to efficiently analyze critical forensic evidence in criminal cases and has left the Police Department solely responsible for the entry of firearms-related data into the National Integrated Ballistic Identification Network (NIBIN). This funding will expedite the investigation of violent crimes involving firearms and will increase the efficiency of evidence processing and analysis.

Financial Considerations: If the application and acceptance of this grant funding is approved, the \$56,000 will enable the Police Department to fund limited-term employees and overtime in order to process and analyze firearms and firearms-related forensic evidence in a timely manner. This funding will supplement General Fund resources and does not require a City match. There will be no impact to the General Fund.

Emerging Small Business Development (ESBD): Not applicable.

Respectfully Submitted by: 
David Johnson, Lieutenant

Approved by: 
Sam Somers, Acting Chief of Police

Recommendation Approved:



APPROVED AS TO FORM:


CITY ATTORNEY

 Gus Vina
Interim City Manager

Ref: COP Ref. #1-1

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Attachment 1

Background

Until 2009, the Sacramento County Crime Laboratory was the sole agency in the County of Sacramento with the responsibility or authority to enter data into the United States Department of Justice's Bureau of Alcohol, Tobacco, Firearms, and Explosives' National Integrated Ballistic Identification Network (NIBIN). This data is obtained from expended cartridge casings recovered from crime scenes and test-fired cartridge casings from firearms seized by the Police Department. The data is then entered into NIBIN using Integrated Ballistic Identification System (IBIS) equipment. This data is used to identify links between crime scenes and firearms.

In July 2009, the City Council approved the purchase of IBIS equipment by the Police Department which was made possible by Project Safe Neighborhood (PSN) grant funding. Due to staffing issues at that time, the Sacramento County Crime Laboratory was only able to enter data from approximately 40% of firearms seized by the Police Department and this equipment was intended to enter data from the remaining 60%.

In July 2010, the Sacramento County Crime Laboratory suspended its IBIS program which in turn made the Police Department solely responsible for the entry of firearms-related data into NIBIN. This increase in workload exceeds the Police Department's ability to process and analyze firearms-related data in a timely manner. This grant funding will allow the Police Department to process and analyze firearms-related evidence and enter this data in a timely manner. This grant funding will also assist in the identification and prosecution of individuals who commit violent crimes involving firearms.



Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

Application/Acceptance of Grant Funding from the California Emergency Management Agency's Project Safe Neighborhood Program

BACKGROUND

- A. The California Emergency Management Agency's Project Safe Neighborhood Program provides funding to local law enforcement agencies for public safety purposes.
- B. In July 2010, the Sacramento County Crime Lab suspended its Integrated Ballistic Identification System (IBIS) Program, making the Police Department solely responsible for entries of firearms-related data into the National Integrated Ballistic Identification Network (NIBIN).
- C. To maintain public safety service levels, the Police Department will utilize this funding to continue to process and analyze firearms-related evidence and enter data into the NIBIN System.
- D. This grant will provide funding for limited-term employees and overtime to perform the timely processing and analysis of firearms-related evidence and the entry of data into the NIBIN System.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or the City Manager's designee, is authorized to apply for and accept \$56,000 in federal grant funding through the California Emergency Management Agency's Project Safe Neighborhood Program.

Section 2. A new grant project shall be established for the Project Safe Neighborhood Program (#G11008800).

Section 3. The necessary grant revenue and expense budgets shall be adjusted to implement the Project Safe Neighborhood Program (#G11008800).

ARNOLD SCHWARZENEGGER
GOVERNOR

MATTHEW R. BETTENHAUSEN
SECRETARY



3650 SCHRIEVER AVENUE
MATHER, CA 95655

PHONE (916) 324-9200
FAX (916) 323-1756

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Application Cover Sheet

PROJECT SAFE NEIGHBORHOODS – EASTERN DISTRICT

Submitted by:

**Sacramento Police Department
5770 Freeport Boulevard, Suite 100
Sacramento, CA 95822**

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY
GRANT AWARD FACE SHEET (Cal EMA 2-101)**

The California Emergency Management Agency, hereafter designated Cal EMA, hereby makes a grant award of funds to the following:

1. Grant Recipient: CITY OF SACRAMENTO

hereafter designated Recipient, in the amount and for the purpose and duration set forth in this grant award.

2. Implementing Agency: POLICE DEPARTMENT

3. Project Title: Project Safe Neighborhood -Eastern District

4. Grant Period: 10/01/10 to 09/30/11

*Select the Grant year and fund source(s) from the lists below or type the appropriate acronym in box 9. Enter the amount(s) from each source. Please do not enter both State and Federal fund sources on the same line. Add any cash match(s). Block 10G is the Grant Award total amount.

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
10/11	5. PSNE		\$56,000				\$0	
Select	6. Select						\$0	
Select	7. Select						\$0	
Select	8. Select						\$0	
Select	9.						\$0	
	10. TOTALS	\$0	\$56,000	\$56,000	\$0	\$0	\$0	10. Grand Total: \$56,000

11. This grant award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurance of Compliance forms which are being submitted. I hereby certify I am vested with the authority, and have the approval of the City/County Financial Officer, City Manager, County Administrator, or Governing Board Chair, to enter into this grant award agreement; and all funds received pursuant to this agreement will be spent exclusively on the purposes specified. The grant recipient signifies acceptance of this grant award and agrees to administer the grant project in accordance with the statute(s), the Cal EMA Program Guidelines, the Cal EMA Recipient Handbook, the Federal OJP Financial Guide and Program Guidelines (if applicable), and the Cal EMA audit requirements, as stated in the applicable RFP or RFA. The grant recipient further agrees to all legal conditions and terms incorporated by reference in the applicable RFP or RFA, and agrees that the allocation of funds is contingent on the enactment of the State Budget.

12. Official Authorized to Sign for Applicant/Grant Recipient: Federal Employer ID Number: 94-6000410

Name: Rick Braziel Title: Chief of Police

Payment Mailing Address: 5770 Freeport Blvd., Ste 100 City: Sacramento Zip: 95822

Telephone: (916) 808-0800 FAX: (916) 808-0818 Email: rbraziel@pd.cityofsacramento.org
(area code) (area code)

Signature:  Date: 12-02-10

[FOR CalEMA USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

 Cal EMA Fiscal Officer Date Cal EMA Director (or designee) Date

PROJECT CONTACT INFORMATION

Applicant City of Sacramento Police Department Grant Number _____ [FOR OES USE ONLY]

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. If a section does not apply to your project, enter "N/A." NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.

1. The **Project Director** for the project:

Name: Justin Eklund Address: 5770 Freeport Blvd., Suite 100
Title: Lieutenant City: Sacramento Zip: 95822
Telephone #: (916) 808-5650 Fax #: (916) 808-7653
(Area Code) (Area code)
E-Mail Address: jekland@pd.cityofsacramento.org

2. The **Financial Officer** for the project:

Name: Scott Pettingell Address: 5770 Freeport Blvd., Suite 100
Title: Administrative Officer City: Sacramento Zip: 95822
Telephone #: (916) 808-0909 Fax #: (916) 808-0860
(Area Code) (Area code)
E-Mail Address: srpettingell@pd.cityofsacramento.org

3. The **person** having **routine programmatic responsibility** for the project:

Name: Anthony Schiele Address: 5770 Freeport Blvd., Suite 100
Title: Forensic Supervisor City: Sacramento Zip: 95822
Telephone #: (916) 808-3782 Fax #: (916) 808-7653
(Area Code) (Area code)
E-Mail Address: aschiele@pd.cityofsacramento.org

4. The **person** having **routine fiscal responsibility** for the project:

Name: Traci Marshall-Roy Address: 5770 Freeport Blvd., Suite 100
Title: Program Analyst City: Sacramento Zip: 95822
Telephone #: (916) 808-0856 Fax #: (916) 808-0860
(Area Code) (Area code)
E-Mail Address: tmarshallroy@pd.cityofsacramento.org

5. The **Executive Director** of a nonprofit organization or the **Chief Executive Officer** (e.g., chief of police, superintendent of schools) of the implementing agency:

Name: Rick Braziel Address: 5770 Freeport Blvd., Suite 100
Title: Chief of Police City: Sacramento Zip: 95822
Telephone #: (916) 808-0800 Fax #: (916) 808-0818
(Area Code) (Area code)
E-Mail Address: rbraziel@pd.cityofsacramento.org

6. The **Chair** of the **governing body** of the recipient: (Provide contact information other than that of the recipient)

Name: Kevin Johnson Address: 915 I Street, 5th Floor
Title: Mayor City: Sacramento Zip: 95814-2604
Telephone #: (916) 808-5300 Fax #: (916) 264-7680
(Area Code) (Area code)
E-Mail Address: kjohnson@cityofsacramento.org

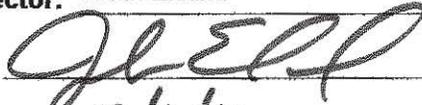
SIGNATURE AUTHORIZATION

Grant Award #: _____

Grant Recipient: City of Sacramento

Implementing Agency: Sacramento Police Department

***The Project Director and Financial Officer are *REQUIRED* to sign this form.**

***Project Director:** Justin Eklund
Signature: 
Date: 12/6/10

***Financial Officer:** Scott Pettingell
Signature: 
Date: 12/2/10

The following persons are authorized to sign for the
Project Director

 12/6/10
Signature
Anthony Schiele
Name

Signature

Name

Signature

Name

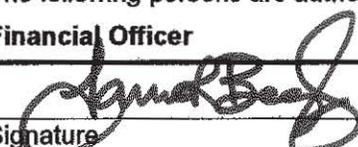
Signature

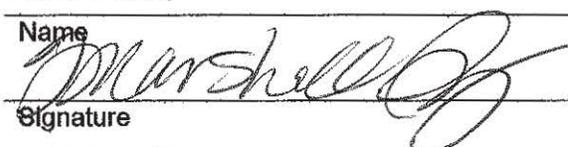
Name

Signature

Name

The following persons are authorized to sign for the
Financial Officer

 12/6/10
Signature
James Beezley
Name


Signature
Traci Marshall-Roy
Name


Signature

Name

Signature

Name

Signature

Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE

I, Rick Brazier hereby certify that
(official authorized to sign grant award; same person as Section 12 on Grant Award Face Sheet)

RECIPIENT: City of Sacramento

IMPLEMENTING AGENCY: Sacramento Police Department

PROJECT TITLE: Project Safe Neighborhood - Eastern District

is responsible for reviewing the *Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by the Cal EMA including, but not limited to, the following areas:

I. Federal Grant Funds

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Recipient Handbook* for more detail.

- The above named Recipient receives \$500,000 or more in federal grant funds annually.
- The above named Recipient does not receive \$500,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Recipient Handbook, Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal EMA-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Ken Fleming

Title: Program Manager

Address: 915 I Street, Sacramento, CA 95814

Phone: (916) 808-5825

Email: kfleming@cityofsacramento.org

III. Drug-Free Workplace Act of 1990 – (Recipient Handbook, Section 2152)

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Recipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal EMA-funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Recipient Handbook, Section 2154)

Cal EMA grant funds, grant property, or grant-funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Recipient Handbook, Section 2155)

(This applies to federally-funded grants only.)

Cal EMA-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for, and will comply with, the requirement to obtain written authorization from the City Council/Governing Board in support of this program. The Applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of the Cal EMA, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the Recipient and the authorizing agency. The State of California and the Cal EMA disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from the Cal EMA shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

All appropriate documentation must be maintained on file by the project and available for the Cal EMA or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal EMA determines that any of the following has occurred:

(1) The Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 12 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: Rick Brazier

Authorized Official's Typed Name: Rick Brazier

Authorized Official's Title: Chief of Police

Date Executed: 12-02-10

Federal Employer ID #: 94-6000410 Federal DUNS #: 029562159

Current Central Contractor Registration Yes No

Executed in the City/County of: Sacramento

AUTHORIZED BY: *(not applicable to State agencies)*

- | | |
|--|---|
| <input type="checkbox"/> City Financial Officer | <input type="checkbox"/> County Financial Officer |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |

Signature: _____

Typed Name: Gustavo F. Vina

Title: Interim City Manager

Project Narrative

1. Problem Statement

Prior to 2009, the Sacramento County Crime Lab was the sole agency with the ability to enter firearms related evidence into the National Integrated Ballistics Identification Network (NIBIN) in Sacramento County. Through the (NIBIN) Program, Integrated Ballistic Identification System (IBIS) equipment is used by law enforcement agencies and crime labs to image and compare crime gun evidence. This equipment allows firearms technicians to acquire digital images of the markings made by a firearm on cartridge casings. The images then undergo automated initial comparison. If a high-confidence candidate emerges, firearms examiners compare the original evidence to confirm a match. This system acquires images from cartridge casings recovered from crime scenes and test-fired cartridge casings from seized firearms suspected of being used in the commission of gang-related or violent crimes. The timely analysis of this evidence will give investigators the ability to connect firearms recovered from criminal suspects to cartridge casings recovered from crime scenes and will greatly assist in the identification, arrest, and prosecution of violent offenders. The apprehension and prosecution of these offenders will create safer neighborhoods by quickly identifying and incarcerating those who commit violent gang and gun crimes.

In 2007, the Sacramento County Crime Lab notified all local law enforcement agencies of a change in criteria for accepting IBIS cases. This criteria limited acceptable evidence to:

- 1) Cartridge cases from crime scenes
- 2) Recovered guns from gang or drug-related crimes, car stops, drug arrests, parole searches, and search warrants (limited to 50 per agency/month)
- 3) Handguns

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- .380Cal/9MM/.40Cal/.45Cal

4) Long guns

- Assault Weapons (.223/7.62x39mm)
- Semi-Auto rim fires (.17/.22)
- Shotguns

Prior to this change in criteria the Sacramento Police Department (SPD) had submitted all seized firearms to the County Crime Lab for NIBIN entry. The new criteria eliminated approximately 60% of the weapons seized by the SPD. In 2007, the SPD seized 1,300 firearms, of which, only 40% met the new criteria and were submitted for NIBIN entry.

In May 2009, the SPD received funding through the 07/08 Project Safe Neighborhood/Anti-Gang Initiative to purchase the IBIS®TRAX-3DTM BRASSTRAX-3D Acquisition Station System and training from Forensic Technology Inc.(FTI). This equipment gave the SPD the ability to image and enter test-fired cartridge casings into NIBIN for the 60% of firearms seized by the department that did not meet the Sacramento County Crime Lab criteria.

In July 2010, the Sacramento Police Department was notified by Sacramento County Crime Lab that they were suspending the IBIS Program due to the loss of laboratory personnel and budget cuts. The lab stated they will no longer be accepting evidence that is solely submitted for entry into the IBIS system; however, they have indicated exceptions may be made for high priority or high profile cases.

With the Crime Lab's suspension of the IBIS Program, the SPD has a huge unmet need in the ability to submit images of crime scene casings and casings obtained by test-firing seized firearms that have been used in violent and gang-related crimes. The inability to connect firearms recovered from criminal suspects to cartridge casings recovered from crime scenes in a timely manner will severely limit the SPD's ability to identify, arrest,

Applicant: City of Sacramento Police Dept. Grant Number: _____

and prosecute violent offenders who commit gun crimes. As of November 30, 2010, the SPD had approximately 115 firearms awaiting test-firing and entry into NIBIN and an equal number of crime scene casings.

The 2010/2011 Project Safe Neighborhood Grant will provide funding to the SPD to expand its process for the use of the previously purchased IBIS equipment, and will allow the SPD to address the current unmet need to process firearms related evidence. The grant funding will address this unmet need by funding staff, equipment, and training, which will enable the SPD to fulfill the two main objectives of this program: 1) The timely processing, test-firing, and entry of cartridge casing information into NIBIN from seized firearms, and 2) the timely processing and entry of information from cartridge cases recovered from crime scenes.

2. Plan and Capabilities

The SPD's personnel will utilize the IBIS equipment to enter images of cartridge casings recovered from crime scenes and cartridge casings obtained by test-firing seized firearms into the NIBIN system. Images that were sent to the Sacramento County Crime Lab for analysis prior to the suspension of the IBIS Program will now be sent directly to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). If ATF's analysis determines that there is a high confidence correlation between cartridge casings, they will notify the SPD to submit the cartridge cases to the Sacramento County Crime Lab for confirmation. Submission to the Crime Lab for confirmation is critical due to the fact its personnel are the only certified firearms examiners in Sacramento County. In an effort to enhance regional capabilities, the SPD has also agreed to make the equipment available to any Sacramento County law enforcement agency that has a need to enter firearms data into the NIBIN system.

The SPD, which serves the residents of the City of Sacramento, has been in existence since 1859. In fact, it was the first law enforcement agency established on the west

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coast. The department is currently staffed with 723 sworn and 352 civilian personnel. It is comprised of four offices: the Office of the Chief; the Office of Operations and Investigations; the Office of Technical Services; and the Office of Emergency Services and Homeland Security. The Department's mission is "to work in partnership with the community to protect life and property, solve neighborhood problems and enhance the quality of life in the City." The Department strives to achieve long-term solutions to the problems generated by crime and the fear of crime. A key strategy in the development of long-term solutions is the focused effort on reducing gun violence. Having a population of 481,097 in 2009, Sacramento is ranked as the seventh most populous city in California.

The IBIS equipment has been purchased and installed at the SPD Evidence Lab located at 555 Sequoia Pacific Boulevard. Personnel assigned to this project will be fully trained in the operation, processing, and safety of firearms, as well as evidence collection, chain-of-custody protocols, and court testimony.

Personnel will consist of student trainees for processing firearms for DNA and latent prints prior to test-firing, reserve police officers or reserve property assistants for test-firing seized firearms, and forensic investigators or reserve forensic investigators for cartridge casing processing and NIBIN entry. Cartridge casings recovered from crime scenes will be evaluated by forensic investigators using a stereoscope and light source. The cartridge casings will then be imaged using the IBIS equipment and entered into NIBIN. When a firearm is seized, following all required chain-of-custody documentation and processing for latent prints, it will be transported to the department's firearms range for test-firing. Each firearm will be test-fired two times. After each test-fire, the shell casing will be packaged, logged, and linked to the firearm by serial number and complete firearm description. Only one firearm at a time will be allowed into the test-fire area to eliminate any potential for a mismatch of casings and tested firearms. All

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documentation and re-packaging will occur prior to a second test- fire, ensuring accuracy and evidence continuity. The firearm and shell casing packages will then be packaged together and removed from the firing point prior to test-firing another firearm. One of the cartridge casings will then be imaged using the IBIS equipment and entered into NIBIN. The SPD's ability to process its own cartridge casings from seized firearms and crime scenes will streamline processing time, and will result in faster turnaround of cases and the arrest and prosecution of those responsible for these crimes.

Prior to July 2010, the Sacramento County Crime Lab processed approximately 600 firearms per year for the SPD. With the elimination of the program, processing dropped to zero.

The goal is to maintain or exceed the level of the SPD's entries into the NIBIN system prior to the Sacramento County Crime Lab's suspension of the IBIS Program. Goal achievement and performance will be measured by the number of submissions entered by the SPD into the NIBIN system.

The following performance measurements will be used to evaluate success:

The SPD will enter 100% of crime scene cartridge casings into the NIBIN System.

The SPD will test-fire 100% of firearms meeting the Sacramento County Crime Lab criteria.

The SPD will test-fire 100% of the SPD's testing backlog, which currently consists of approximately 115 firearms.

This project will support the following Project Safe Neighborhood FY 10 objectives:

OBJECTIVE 1: To create safer neighborhoods by reducing gun violence, gun crime and sustaining that reduction. The timely analysis of firearms related evidence through the processing of cartridge casings recovered from crime scene and cartridge casings test-fired from seized firearms will support the reduction of gun violence and gun crime. The ability to connect firearms recovered from criminal suspects to cartridge casings

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recovered from crime scenes in a timely manner will allow law enforcement to identify, arrest, and prosecute violent offenders who commit gun crimes. The apprehension and prosecution of these offenders will create safer neighborhoods by quickly identifying and incarcerating those who commit gun crimes.

The SPD will collect the following data on a quarterly basis using the Versadex Records Management System (RMS):

- The number of homicides with a firearm experienced within the City of Sacramento during the current reporting period;
- The number of combined aggravated assaults and robberies that are committed with a firearm within the City of Sacramento during the current reporting period.

OBJECTIVE 2: Reduce the occurrence of violent gang-related incidents through both reactive and proactive efforts supported by enforcement planning coordinated with federal, state, and local law enforcement and informed by data and real-time intelligence. 100% of gang homicides reported in the City of Sacramento in 2010 involved the use of at least one firearm. Shootings of inhabited buildings and vehicles, which are typically gang related crimes, have increased approximately 80% in the last year in the City of Sacramento. The ability to identify links between separate gang related gun crimes will help to provide law enforcement with intelligence to identify violent gangs, and direct proactive efforts to identify and arrest violent gang members. This program will also be used to discover links between firearms recovered from gang members and evidence recovered from gang-related crime scenes. This use of this data to identify and incarcerate violent gang members is intended to reduce the occurrence of violent gang-related incidents. The SPD Gang Suppression Unit currently coordinates its efforts with federal, state and local law-enforcement agencies, and will share any data from this program on a regional basis.

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The SPD will collect the following data on a quarterly basis using the Versadex Records Management System (RMS):

- The total number of gang-related homicides that occurred in the City of Sacramento during the current reporting period;
- The total number of gang-related aggravated assaults that occurred in the City of Sacramento during the current reporting period;
- The total number of gang-related robberies that occurred in the City of Sacramento during the current reporting period;
- The total number (gang-related and non gang-related) of homicides, aggravated assaults, and robberies that occurred in the City of Sacramento during the current reporting period.

This program will not be used for prevention programming and does not support the following Project Safe Neighborhood FY10 objective:

OBJECTIVE 3: Reduce the occurrence of youth gang-related incidents and increase positive outcomes for youth at high risk for gang involvement through targeted, evidenced-based gang prevention.

Budget Narrative

1. How the project's proposed budget supports the Program's objectives and activities:

The Sacramento Police Department's goal is to establish a process that will allow us to be self-sufficient in processing firearms seized within our jurisdiction. The 07/08 Project Safe Neighborhood/Anti-Gang Initiative (PSN/AGI) grant allowed us to purchase the IBIS®TRAX-3DTM BRASSTRAX 3D Acquisition Station System and training from Forensic Technology Inc. (FTI). This system gives the SPD the ability to enter data from firearms related evidence into the National Integrated Ballistic Identification Network (NIBIN) system. Funds from this PSN grant will be used to support several areas; the collection and entry of data obtained from cartridge casings recovered from crime scenes into the NIBIN system; the test-firing of seized weapons, and the collection and entry of data from the test fired cartridge casings into the NIBIN system. These activities are intended to support the PSN FY10 goals of reducing gun violence and gun crime, and reducing occurrences of violent gang-related incidents, by allowing the SPD to rapidly analyze firearms related evidence to establish links between seized weapons and crime scenes, and to use this information to identify and incarcerate offenders who commit violent crimes and gang offenses using firearms.

The majority of this proposed budget would be used for the employment of limited term employees, and overtime expenses for career employees. These employees would be responsible for the processing of firearms and firearms-related forensic evidence. The current workload exceeds the SPD's ability to process and analyze firearms-related data in a timely manner with existing staff. The grant funded personnel would be assigned to this project 100% of their part time or overtime status.

The remainder of the funding would be used for the purchase of an AccuScope stereoscope and LED Ring Illuminator, and training for additional employees on the operation of the BRASSTRAX 3D Acquisition Station System.

The need for the Accuscope and LED Ring Illuminator is specific to this project and is necessary for project personnel to identify markings (ejector, extractor, and breech face) on the expended cartridge casings to fully process cartridge casings prior to NIBIN entry.

The vendor of the IBIS@TRAX-3DTM BRASSTRAX 3D Acquisition Station System, Forensic Technology Inc. (FTI), has a policy that all system operators be trained by an FTI certified instructor. Failure by the SPD to adhere to this policy may void all warranties and service agreements. This policy was agreed to in a previously authorized contractual agreement when the BRASSTRAX System was purchased using 07/08 Project Safe Neighborhood/Anti-Gang Initiative (PSN/AGI) funding. The SPD currently has insufficient trained operators to implement this program, is and proposing obtaining on-site Basic User Course training for four (4) additional operators from FTI. The training would be conducted for two (2) consecutive working days at the SPD evidence lab.

2. How funds are allocated to minimize administrative costs and support direct services:

Any administrative costs needed for this project will be absorbed by the SPD. All grant funds will be used to provide direct services in the use of the IBIS system and to conduct test fires.

3. Duties of project-funded staff, including qualifications or education level necessary for the job assignment:

The IBIS equipment operators will be personnel who are trained in firearms range safety protocols, evidence preservation, chain-of-custody regulations, and IBIS equipment operation.

4. How project-funded staff duties and time commitments support the proposed objectives and activities:

Project related staff will be assigned 100% of their part time or overtime status to maintain and operate the IBIS system and conduct test-fires on site at the police department firearms range.

Applicant: City of Sacramento Police Department

Grant Number: _____

5. Proposed staff commitment/percentage of time to other efforts, in addition to time allocated to this project:

Project related staff will be 100% part-time. Personnel will consist of student trainees, reserve police officers, forensic investigators, reserve forensic investigators, or reserve property assistants.

Position	Base Salary	OT Rate	FICA-Medicare (1.45%)	FICA-OASDI (6.2%)	State Unemployment Insurance (.3%)	Workers Comp (.33%)	TOTAL
Reserve Police Officer	36.00	36.00	0.52	2.23	0.11	0.12	38.98
Forensic Investigator	33.60	50.40	0.73	3.12	0.15	0.17	54.57
Reserve Property Assistant	19.31	19.31	0.28	1.20	0.06	0.06	20.91
Reserve Forensic Investigator	40.00	40.00	0.58	2.48	0.12	0.13	43.31
Student Trainee	13.72	13.72	0.20	0.85	0.04	0.05	14.86

6. The necessity for subcontracts and unusual expenditures: Not Applicable. There are no subcontracts or unusual expenditures related to this grant.

7. The mid-year salary range adjustments: Not Applicable. There are no midyear salary changes within the grant period.

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personal Services – Salaries/Employee Benefits	COST
Reserve Police Officer \$38.98 x 121 hrs (Approximate)	\$4,717.00
Forensic Investigator \$54.57 x 289 hrs (Approximate)	\$15,771.00
Reserve Property Assistant \$20.91 x 411 hrs (Approximate)	\$8,594.00
Reserve Forensic Investigator \$43.31 x 219 hrs (Approximate)	\$9,485.00
Student Trainee \$14.86 x 719.92 hrs (Approximate)	\$10,698.00
TOTAL	\$49,265.00

BUDGET CATEGORY AND LINE ITEM DETAIL

B. Operating Expenses	COST
Forsenic Technology On-site Basic User Training - Travel and living expenses for 1 instructor to deliver on-site training at SPD evidence lab.	\$5,245
AccuScope 3065 boom series, Model #A3066US	\$1,320
Unitron LED Ring Illuminator, model #UNI5850	\$170
TOTAL	\$6,735

BUDGET CATEGORY AND LINE ITEM DETAIL

C. Equipment	COST
	\$0
TOTAL	\$0.00
Total Project Cost*	\$56,000
<small>*Same as Block 10G on the Grant Award Face Sheet</small>	

PROJECT SUMMARY

1. GRANT AWARD NO.

2. PROJECT TITLE

Project Safe Neighborhoods - Eastern District

3. GRANT PERIOD

10/1/10 to 9/30/11

4. APPLICANT

Name: City of Sacramento Phone: (916) 808-0800
Address: 5770 Freeport., Suite 100 Fax #: _____
City: Sacramento Zip: 95822

5. GRANT AMOUNT

(this is the same amount as 10G of the Grant Award Face Sheet)

\$ 56,000

6. IMPLEMENTING AGENCY

Name: Sacramento Police Department Phone: (916) 808-0800 Fax #: _____
Address: 5770 Freeport., Suite 100 City: Sacramento Zip: 95822

7. PROGRAM DESCRIPTION

This grant will be used to support Sacramento Police Department's (SPD) Integrated Ballistic Identification System (IBIS) BRASSTRAX 3D Acquisition station. The system allows personnel to test-fire seized firearms and enter cartridge casing information into the National Integrated Ballistics Identification Network (NIBIN). This allows for the analysis and processing of firearms that have been seized in violent and gang related crimes. SPD will work directly with the Department of Alcohol, Tobacco, and Firearms for processing all seized firearms for analysis and verification. This grant will restore the Sacramento Police Department's ability to enter cartridge casing information into NIBIN.

8. PROBLEM STATEMENT

Prior to 2009, the Sacramento County Crime Lab was the sole agency responsible for the submission of all firearms-related evidence into NIBIN in Sacramento County. Due to the laboratory's IBIS program backlog and a reduction in resources, in 2007 the Crime Lab established additional limiting criteria for the submission of IBIS requests. In 2009 SPD used PSN grant funding to purchase IBIS equipment and establish a limited ability to enter cartridge casing information into NIBIN. In 2010 the County Crime Lab suspended their IBIS program. The Crime Lab no longer has the capacity or resources for IBIS processing and SPD will now be required to enter their own data into NIBIN.

9. OBJECTIVES

For Sacramento Police Department to establish their own system and process for analysis of cartridge casing data into NIBIN.

SPD will enter 100% of crime scene casings into NIBIN.
SPD will test-fire 100% of firearms meeting the stated criteria and enter cartridge casing information.
SPD will test-fire 100% of SPD's backlog consisting of approximately 115 firearms.

10. ACTIVITIES

Firearms that are seized by SPD will be processed for latent finger prints and DNA and will be transported to the SPD Range for test-firing. Each firearm will be test-fired two times. After each test-fire, the cartridge casing will be packaged, logged and linked to the firearm by serial number and complete firearm description. Following test-firing, the firearms and cartridge casings will be transported to the 555 Sequoia Pacific Boulevard site where IBIS equipment will be used to enter the cartridge casing information into the NIBIN system for analysis. Information from cartridge casings recovered from crime scenes will also be entered into the NIBIN system.

11. EVALUATION (if applicable)

SPD will track the number of crime scene cartridge casings entered into NIBIN
 SPD will track the number of firearms test-fired.
 SPD will track the number of test-fires conducted on SPD's current backlog of firearms.

12. NUMBER OF CLIENTS

(if applicable)

NA

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	\$49,265	\$6,735	\$0	\$56,000
				\$0
				\$0
				\$0
				\$0
				\$0
Totals:	\$49,265	\$6,735	\$0	\$56,000

OPERATIONAL AGREEMENT

between

**Sacramento Police Department and Bureau of Alcohol, Tobacco and Firearms
for
Project Safe Neighborhoods – Eastern District**

This Operational Agreement stands as evidence that the *Sacramento Police Department* and the *Bureau of Alcohol, Tobacco and Firearms* intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in the *City of Sacramento, Ca.*

Both agencies believe that implementation of the *Project Safe Neighborhoods-Eastern District Program*, as described herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The *Sacramento Police Department* will closely coordinate the following services with the *Bureau of Alcohol, Tobacco, and Firearms* through:

- Project staff being readily available to the *Bureau of Alcohol, Tobacco and Firearms* for service provision through *October 1, 2010 to September 30, 2011.*
- Regularly scheduled meetings *monthly* between the *Project Director* and the *Chief of Police* to discuss strategies, timetables and implementation of mandated services.

Monthly statistics, process evaluation and review, coordination of issues between the *Sacramento Police Department* and the *Bureau of Alcohol, Tobacco, and Firearms*; and the coordination with other agencies for system use.

List specific activities that will be undertaken between the two agencies or other specifics of the agreement.

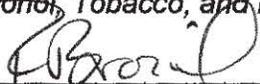
Roles and Responsibilities of *Sacramento Police Department*

Role: Oversight Responsibilities: Management and assessment of the program

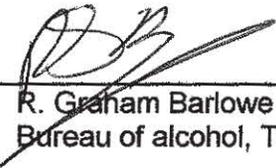
Roles and Responsibilities of *Bureau of Alcohol, Tobacco and Firearms*

Role: Management Responsibilities: Updating the Chief of Police on program progress.

We, the undersigned, as authorized representatives of *Sacramento Police Department* and the *Bureau of Alcohol, Tobacco, and Firearms* do hereby approve this document.

For: 
Rick Braziel, Chief of Police
Sacramento Police Department

Date: 12/02/10

For: 
R. Graham Barlowe
Bureau of alcohol, Tobacco and Firearms

Date: 12/1/10

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
		From:	To:
1. Sacramento Police Department	12/02/2010	10/01/2010	to 09/30/2011
2. US DOJ Bureau of Alcohol, Tobacco and Firearms	12/02/2010	10/01/2010	to 09/30/2011
3.			to
4.			to
5.			to
6.			to
7.			to
8.			to
9.			to
10.			to
11.			to
12.			to
13.			to
14.			to
15.			to
16.			to
17.			to
18.			to
19.			to
20.			to

Use additional pages if necessary.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting: 11/3

Real Estate

Other Party Signature Needed

Recording Requested

Need to return to SPD after Council so Rick can sign

General Information

Type: PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$ Not applicable	Original Doc Number:
Other Party: U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	Certified Copies of Document: 1
Project Name: Memorandum of Understanding between SPD and ATF	Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: E/SBE-DBE-M/WBE:

Department Information

Department: Police Division: 001 Date: November 3, 2009
 Project Mgr: Candace Primrose Supervisor: Lt. Dave Johnson
 Contract Services: Sara Kashing Division Mgr: Capt. Scott LaCosse
 Phone Number: 0826 Deputy Chief: Brian Louie
 Comment: This agreement is going to Council on 11/3 Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Fiscal:		
Contract Services:	<i>SMK</i>	<i>10/20/09</i>
Office Lt./Supervisor:		
Office Capt./Div. Mngr:		
Office Deputy Chief:		

City Attorney	Signature or Initial	Date
City Attorney:	<i>DM</i>	<i>10/19/09</i>

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Brazel, Rick Department Director:		

City Mgr: yes No *Since Rick Now for under 6107,000, Chief Brazel*

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial: *lm*
Date: *11-6-09*

Imaged:
Initial: *V.E.*
Date: *11/9/09*

Received:
(City Clerk Stamp Here)


 With: U.S. Dept Justice, Bureau of Alcohol/Tobacco/Firearms & Explosives
 Title: MOU between SPD and ATF
 Authorization: Reso 2009-093
2009-0957

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
NOV - 5 - 2009

landis



2009-0957

With: U.S. Dept Justice, Bureau of
Alcohol/Tobacco/Firearms &
Explosives

Title: MOU between SPD and ATF
Authorization: Reso 2009-693

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." The 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, analysis, and dissemination of crime gun data.

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

Violent crimes are being committed with firearms in the United States. A firearm leaves unique, identifiable characteristics on expelled ammunition. Firearms, expended bullets, and cartridge casings associated with crimes are collected and maintained as evidence by law enforcement agencies. The ATF NIBIN Program assists Federal, State, and local law enforcement agencies in combating firearms-related violence through the use of ballistic imaging technology to compare images of ballistic evidence (projectiles and cartridge casings) obtained from crime scenes and recovered firearms.

SCOPE

Participation in this program is expressly restricted to the ballistic imaging of firearms data associated with crimes. NIBIN systems may be used only for imaging of ballistic evidence and test fires of firearms taken into law enforcement custody. It shall not be used to capture or store ballistic images acquired at the point of manufacture, importation, sale, or law enforcement-issued firearms not associated with crimes. Nothing in this MOU shall preclude the NIBIN Partner from capturing or storing such information in a local ballistic imaging system, provided that those images do not reach NIBIN.

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 a later 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.

INCORPORATION OF APPENDIX

The Appendix to this MOU includes definitions of terms used; requirements concerning NIBIN system usage, movement, maintenance, security, removal, audits, personnel, training; and coordination of NIBIN efforts. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, and so forth, the Appendix may be occasionally 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 NIBIN Partner official representing the NIBIN Partner.

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 data base 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.

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 _____ day of _____, _____.

G. F. Vina
Gustavo F. Vina, Assistant City Manager
For: Ray Kerridge, City Manager, November 4, 2009
San Francisco, CA 94102

Stephen C. Herkins
Stephen C. Herkins
Special Agent in Charge
Bureau of Alcohol, Tobacco Firearms and Explosives
San Francisco Field Division

Michael O'Neill
Michael O'Neill
Acting Chief, NIBIN Branch
Bureau of Alcohol, Tobacco, Firearms and Explosives

Attest on: 11-6-09 (date)
S. Mizuno
Stephanie Mizuno, Assistant City Clerk

APPROVED AS TO FORM:
Chm Wang
CITY ATTORNEY

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 - A firearm that has been taken into police custody pursuant to a bona fide law enforcement investigation.

NIBIN System - refers to integrated ballistic imaging, analysis, and information processing system for use with NIBIN.

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

NIBIN Program - the management and administration of NIBIN, including the installation and utilization of NIBIN systems.

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.

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.

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 costs associated therein.

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 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 such as homicides and assaults, the NIBIN Partner shall enter all (suitable for entry) ballistic images of evidence recovered from "violent" crime scenes as their first entry priority. In addition, the NIBIN Partner shall enter test-fires (suitable for entry) from seized "crime guns" into NIBIN. Furthermore, because certain calibers (including .25 auto, .32 auto, .380 auto, 9mm, .38/.357, 10 mm/.40 S&W, and .45 auto) make up the vast majority of crime guns, the NIBIN Partner shall attempt to enter test-fires from such firearms as a test fire entry priority. Nothing in the MOU precludes the NIBIN Partner from entering test-fires from firearms of additional calibers.

ATF - DEPLOYED SYSTEM REMOVAL

ATF retains the right to remove a NIBIN system upon: (1) its determination that it is being neglected or misused; (2) is not being used to a reasonable degree; or the Partner has not demonstrated a need for the system; (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 not less than 10 business days prior to the removal.

SYSTEM MOVEMENT

Only ATF and the NIBIN system manufacturer (ATF-approved NIBIN contractor) may together authorize NIBIN system moves. ATF must provide written approval. Any movement of the NIBIN system after the initial installation will be accomplished at the expense of the NIBIN Partner.

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 five (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 or other Federal security requirements related to the NIBIN program, network, or systems. These requirements are set forth under NIBIN security policies. ATF will promptly notify the NIBIN Partner should these requirements change.

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, verifying that the user is cleared, at least 30 days before the user is given access to NIBIN.

AUDITS

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF; the Department of Justice, Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government. Such audits may include reviews of any and all records, 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 (1) or more in-person interviews 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, the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget (OMB) 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 sufficient personnel to operate the NIBIN system. 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 NIBIN Partner. Volunteers must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Only ATF or the NIBIN system manufacturer will conduct NIBIN user training. Following training, ATF will verify trainee competency before authorizing network access.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency only pursuant to a written agreement, to which ATF will be a party, in which 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.

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.

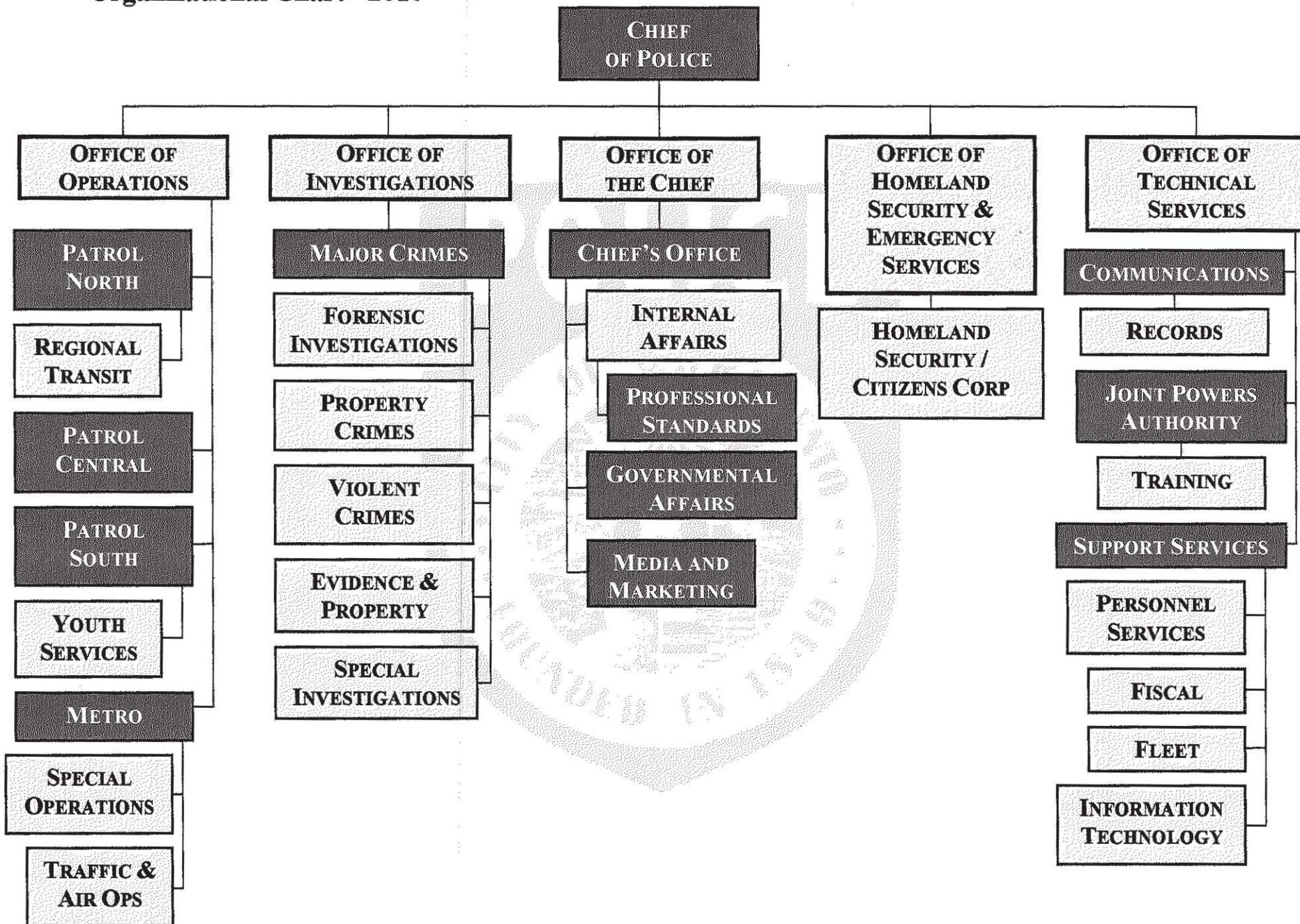
The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies, and quality assurance standards as established above.

The NIBIN Partner agrees to provide ATF with monthly reports outlining historical, statistical, and case adjudication information on the use, and results of the use of the NIBIN system and the related services provided by ATF and the system manufacturer. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress, and the public on NIBIN successes. Additionally, ATF will use the information to attempt to collect data for results-oriented performance measures.



Sacramento Police Department

Organizational Chart - 2010



OTHER FUNDING SOURCES

Complete this form to report the total funds available to support the activities related to accomplishing the goals and objectives of the Grant Award Agreement. In the "Grant Funds" column, report the CalEMA funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category and then calculate the totals by category in the "Program Total" column. Total each column to arrive at the total program funds available.

OTHER FUNDING SOURCES			
			(Enter numbers without \$ or decimal points.)
BUDGET CATEGORY	GRANT FUNDS <i>(Use only the grant funds identified in the preceding budget pages.)</i>	OTHER FUNDS	PROGRAM TOTAL
Personal Services	48,515		\$48,515
Operating Expenses	7,485		\$7,485
Equipment	0		\$0
TOTAL	\$56,000	\$0	\$56,000

This form does not become part of the grant award.

PRIOR, CURRENT AND PROPOSED OES FUNDING

List all currently funded CalEMA projects and all CalEMA grants awarded to the applicant during the last five fiscal years. Include the fiscal year of operation, the grant number and the amount of CalEMA funding. For current and proposed grants that include positions funded by more than one CalEMA grant, list these personnel by title and the percentage of the position funded by CalEMA. The percentage of funding must not exceed 100 percent for any one individual.

Example				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	PERCENTAGE PAID BY OES
2005-06	DC05160010	\$50,000	Project Director	25%
2005-06	CE05089504	\$67,000	Project Director	25%
2005-06	MS05040550	\$68,000	Project Director	50%

PRIOR, CURRENT AND PROPOSED CalEMA FUNDING				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	% OF CalEMA FUNDING
				0%
				0%
				0%
				0%
				0%
				0%
				0%
				0%
				0%

PRIOR, CURRENT AND PROPOSED OES FUNDING (Attachment)				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	% OF OES FUNDING
2005-06	GV04017901	35,807	Project Director	90%
2005-06	GV04017901	115,293	Project Director	90%
2005-06	GV04017901	53,983	Project Director	90%
2005-06	GV04017901	111,891	Project Director	90%
2005-06	GV04017901	89,303	Project Director	90%
2005-06	GV04017901	93,723	Project Director	90%
2006-07	GV05017901	33,759	Project Director	90%
2006-07	GV05017901	114,221	Project Director	90%
2006-07	GV05017901	54,684	Project Director	90%
2006-07	GV05017901	103,891	Project Director	90%
2006-07	GV05017901	81,765	Project Director	90%
2006-07	GV05017901	111,680	Project Director	90%
2007-08	GV06027901	33,759	Project Director	90%
2007-08	GV06027901	114,221	Project Director	90%
2007-08	GV06027901	54,684	Project Director	90%
2007-08	GV06027901	81,765	Project Director	90%
2007-08	GV06027901	111,680	Project Director	90%
2007-08	GV06027901	103,891	Project Director	90%
2008-09	Not yet Awarded	Not yet Awarded	Project Director	90%
2003-04	OES ID#067-64000	6,912,795	Project Director	100%
2004-05	OES ID#067-64000	7,977,579	Project Director	100%
2005-06	OES ID#067-64000	5,779,301	Project Director	100%
2006-07	OES ID#075-00000	5,912,000	Project Director	100%
2007-08	OES ID#067-64000	3,336,000	Project Director	100%
2008-09	Pending Awd#	3,236,000	Project Director	100%
2004-05	2002ULWX0063	244,381	Project Director	100%
2005-06	2005-GE-T5-0015	153,346	Project Director	100%

PROJECT SERVICE AREA INFORMATION

1. **COUNTY OR COUNTIES SERVED:** Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

Sacramento County

2. **U.S. CONGRESSIONAL DISTRICT(S):** Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

District 5

3. **STATE ASSEMBLY DISTRICT(S):** Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

District 9

4. **STATE SENATE DISTRICT(S):** Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

District 6

5. **POPULATION OF SERVICE AREA:** Enter the total population of the area served by the project.

2009 City of Sacramento jurisdiction population: 481,097 Population of other participating agencies which may be served by this program is unknown at this time.

NONCOMPETITIVE BID REQUEST CHECKLIST

Has the applicant/recipient met the following requirements of the *Recipient Handbook*:

	Check appropriate box:	<u>Yes</u>	<u>No</u>
<u>Section 3511</u>			
Do conditions exist that require a sole/single-source contract?	<input checked="" type="radio"/>	<input type="radio"/>	
<u>Section 3521.1</u>			
Is a brief description of the program or project included?	<input checked="" type="radio"/>	<input type="radio"/>	
<u>Section 3521.2</u>			
Was it necessary to contract noncompetitively?	<input checked="" type="radio"/>	<input type="radio"/>	
Did the contractor submit his/her qualifications?	<input checked="" type="radio"/>	<input type="radio"/>	
Is the reasonableness of the cost justified?	<input checked="" type="radio"/>	<input type="radio"/>	
Were cost comparisons made with differences noted for similar services?	<input type="radio"/>	<input checked="" type="radio"/>	
Is a justification provided regarding the need for contract?	<input checked="" type="radio"/>	<input type="radio"/>	
<u>Section 3521.3</u>			
Is an explanation provided for the uniqueness of the contract?	<input checked="" type="radio"/>	<input type="radio"/>	
<u>Section 3521.4</u>			
Are there time constraints impacting the project?	<input checked="" type="radio"/>	<input type="radio"/>	
Were comparisons made to identify the time required for another contractor to reach the same level of competence?	<input type="radio"/>	<input checked="" type="radio"/>	

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
		From:	To:
1. Sacramento Police Department	12/02/2010	10/01/2010	to 09/30/2011
2. US DOJ Bureau of Alcohol, Tobacco and Firearms	12/02/2010	10/01/2010	to 09/30/2011
3.			to
4.			to
5.			to
6.			to
7.			to
8.			to
9.			to
10.			to
11.			to
12.			to
13.			to
14.			to
15.			to
16.			to
17.			to
18.			to
19.			to
20.			to

Use additional pages if necessary.