

**MEMORANDUM OF UNDERSTANDING
AMONG THE STATE OF NEW JERSEY, THE STATE OF NEW YORK,
THE COMMONWEALTH OF PENNSYLVANIA, AND THE STATE OF
CONNECTICUT CONCERNING RECIPROCAL SHARING OF CRIME GUN DATA**

This Memorandum of Understanding ("MOU") is made and entered into by the State of New Jersey, the State of New York, the Commonwealth of Pennsylvania, and the State of Connecticut ("the Parties"), and shall confirm the mutual understanding and intention of the Parties regarding the reciprocal sharing of crime gun data, in furtherance of each Party's respective law enforcement operations and in the interests of public safety.

WHEREAS, gun violence continues to plague communities throughout New Jersey, New York, Pennsylvania, Connecticut, and the Nation; and

WHEREAS, a significant number of guns used in crimes in the region were originally sold or acquired in other states and unlawfully trafficked across state lines; and

WHEREAS, local and state law enforcement would benefit by having the ability to share crime gun data across state lines because firearms trafficking networks frequently engage in criminal activities on an interstate basis; and

WHEREAS, the ability of law enforcement agencies to share crime gun data across state lines will assist in their efforts to detect and deter gun crime, to investigate gun crime, and to identify and apprehend straw purchasers, suspect dealers, firearms traffickers, and other criminals; and

WHEREAS, the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) assists state and local law enforcement agencies in their efforts to investigate gun crime by tracing any gun recovered in a criminal investigation and providing a report on that gun to the requesting law enforcement agency, known as an "eTrace Report," which contains data about the original dealer and first retail purchaser of that gun; and

WHEREAS, ATF maintains a Collective Data Sharing Program that allows participating state and local law enforcement agencies to access the eTrace reports provided to all participating agencies within their state, but does not enable those law enforcement agencies to access the eTrace reports provided to participating agencies in other states; and

WHEREAS, New Jersey Attorney General Law Enforcement Directive 2018-4 requires all law enforcement agencies in New Jersey to participate in Collective Data Sharing Program and, as a result, enables the New Jersey Crime Gun Center (NJCGC) and the Regional Operations and Intelligence Center (ROIC) to collect, analyze, and use crime gun data—including eTrace reports—from all law enforcement agencies across the State; and

WHEREAS, the New York State Police (NYSP) is authorized to collect, analyze, and use crime gun data—including eTrace reports—from all law enforcement agencies across the State by virtue of New York Executive Law § 230(5), which requires all state and local law enforcement

agencies in New York to submit a gun trace request to the ATF in all criminal investigations involving a specific gun that is known to have been used in the commission of a crime and to authorize ATF to provide NYSP with the results of such gun trace; and

WHEREAS, the State of New York maintains a crime gun tracing portal that aggregates comprehensive crime gun trace data across the State—including eTrace report data—which can be used to detect the sources of illegal firearms recovered by law enforcement, to track the movement of crime guns, and to assist law enforcement in detecting and deterring crime; and

WHEREAS, the Pennsylvania Office of the Attorney General (PAOAG) maintains a “Track + Trace” initiative that encourages the collection of crime gun trace data across the State—including eTrace reports—which can be used to detect the sources of illegal firearms recovered by law enforcement, to track the movement of crime guns, and to assist law enforcement in detecting and deterring crime; and

WHEREAS, the State of Connecticut has enacted a Deadly Weapon Registry pursuant to Section 54-280 et seq. of the Connecticut General Statutes which requires, among others things, that persons convicted of certain firearm offenses provide identifying information such as name, residential address and electronic mail address to the Commissioner of Emergency Services and Public Protection, which information is maintained in a registry accessible by law enforcement to assist with officer safety and offender monitoring; and

WHEREAS, pursuant to C.G.S.A. § 29-38e, the Connecticut State Police has a state-wide firearms trafficking task force for the effective cooperative enforcement of the laws concerning the distribution and possession of firearms, which task force may enter into mutual assistance and cooperation agreements with other states pertaining to firearms law enforcement matters extending across state boundaries, and may consult and exchange information and personnel with agencies of other states with reference to firearms law enforcement problems of mutual concern; and

WHEREAS, the Connecticut State Police maintain a Special Licensing and Weapons database allowing it to conduct in-state firearms tracing and have opted in to in-state collective data sharing for eTrace data, and encourage municipalities to opt in as well; and

WHEREAS, the Consolidated and Further Continuing Appropriations Act of 2012 (PL-112-55), which became effective on November 18, 2011, authorizes state and local law enforcement agencies to share and exchange gun trace data received from the ATF among and between other state and local law enforcement agencies; and

WHEREAS, it is in the interests of New Jersey, New York, Pennsylvania, and Connecticut to share crime gun data, including eTrace reports, in as close to real time as feasible, in order to enhance public safety and security in the region; and

WHEREAS, the New Jersey Attorney General, as head of the Department of Law and Public Safety, is the State of New Jersey’s chief law enforcement officer and is charged with the supervision of criminal justice throughout the State pursuant to N.J.S.A. 52:17B-97, et seq.; and

WHEREAS, the New Jersey State Police may cooperate with other law enforcement agencies regarding criminal justice efforts pursuant to N.J.S.A. 53:2-1, et seq.; and

WHEREAS, NYSP may cooperate with other law enforcement agencies to prevent and detect crime and apprehend criminals, pursuant to New York Executive Law § 223(1), and to detect, investigate, and interdict guns illegally entering New York, pursuant to New York Executive Law § 230(2); and

WHEREAS, the Pennsylvania Attorney General is the chief law enforcement officer of the Commonwealth of Pennsylvania 71 P.S. § 732-206(a); and

WHEREAS, the Pennsylvania State Police (PSP) is authorized to assist the Governor in enforcing the laws of the Commonwealth, including as directed by Executive Order 2019-06, and gathering and sharing information to detect crimes and apprehend criminals, pursuant to 71 P.S. § 250(b) and (f); and

WHEREAS, local Pennsylvania law enforcement is required to use a firearm trace to determine how and from where a prohibited person gained possession of a firearm pursuant to Title 18 Pa.C.S.A. § 6127; and

WHEREAS, Pennsylvania's Criminal History Record Information Act, 18 Pa.C.S.A. § 9101 *et seq.*, governs the collection, maintenance, and dissemination of investigative and intelligence information and authorizes criminal justice agencies including the PSP and municipal police departments to disseminate investigative and intelligence information such as eTrace reports to other criminal justice agencies upon request provided that the information will be used solely in the performance of the receiving criminal justice agencies' duties within the criminal justice system and such requests are based upon a name or other identifying characteristic, 18 Pa.C.S.A. §§ 9106(c)(4); 9102; and

WHEREAS, the Connecticut Constitution vests the supreme executive power of the state in the Governor and he may, personally or through any authorized agent, investigate into, and take any proper action concerning, any matter involving the enforcement of the laws of the state and the protection of its citizens. Conn. Const. art. IV, § 5; C.G.S.A. § 3-1. General powers and duties; and

WHEREAS, the Governor of Connecticut has appointed the Commissioner of the Department of Emergency Services and Public Protection who is the administrative head of the Connecticut State Police to coordinate Connecticut's cooperation with other law enforcement agencies in sharing crime gun data across state lines to assist in their efforts to detect and deter gun crime, to investigate gun crime, and to identify and apprehend straw purchasers, suspect dealers, firearms traffickers, and other criminals, pursuant to C.G.S.A. § 3-1. General powers and duties; and

WHEREAS, on February 22, 2018, the Governors of the States of New Jersey, New York, and Connecticut, among others, entered into a Memorandum of Understanding declaring their commitment to the reduction and prevention of gun violence through cooperation and timely cross-state sharing of critical intelligence information concerning gun crimes; and

WHEREAS, on August 16, 2019, the Governor of the Commonwealth of Pennsylvania signed an Addendum to the Memorandum of Understanding enrolling Pennsylvania in the "States for Gun Safety" coalition; and

WHEREAS, this MOU is intended to memorialize the manner in which the Parties will engage in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

1. RECIPROCAL CRIME GUN DATA SHARING

- a. Each Party shall transmit its crime gun data, with the exception of traces that have been designated priority and/or sensitive, to the other Parties' law enforcement agencies via a mutually-agreed upon secure transmission method on a regular basis, the frequency of which shall be determined by the Parties based upon their respective criminal intelligence needs and priorities. Such transmissions shall include a copy of each eTrace report the Party receives from ATF and/or a spreadsheet containing all the data from such eTrace reports.
- b. The Parties may, as permitted by applicable law, transmit crime gun data acquired prior to the effective date of this MOU to the other Parties' law enforcement agencies through the agreed-upon secure transmission method.
- c. The Parties may, as permitted by applicable law, pursuant to the terms of this MOU, and in accordance with policies applicable to the Party accessing other Parties' crime gun data, use crime gun data only for law enforcement purposes related to the detection and/or investigation of criminal activity.
- d. This reciprocal transmission of crime gun data shall not relieve the Parties of their respective responsibilities to maintain crime gun data pursuant to their own legal requirements and policies.

2. SECURITY

- a. The Parties agree that crime gun data exchanged pursuant to this MOU shall only be used for law enforcement purposes and be protected against unauthorized access or use, from creation, acquisition, and receipt through its useful life and up until its authorized disposal. The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to protect, this crime gun data from any loss or use inconsistent with this MOU and as required by state and federal law.

- b. Access to crime gun data shall be granted only to each Party's authorized law enforcement personnel as governed by policies articulated by that Party, and by any applicable state or federal law, rule, regulation, or policy. Each Party's policies pertaining to the use, dissemination, retention, and disposal of information and criminal intelligence shall apply to all crime gun data received from the other Parties, in the same manner and to the same extent as such policies apply to all other information and criminal intelligence in such receiving Party's possession. As further provided in subsection (3), the Parties shall not make any other Party's crime gun data available to any third party without prior written authorization from the Party that provided the data pursuant to this MOU, unless required by relevant local, state, or federal laws.
- c. The Parties shall be responsible for the identification, credentialing, screening, level of access, and, if needed, training of their respective law enforcement personnel to be granted authorization to access and analyze the crime gun data shared among the Parties.
- d. Each Party shall immediately notify the other Parties of any misuse or suspected misuse of the crime gun data shared pursuant to this MOU. This may include unauthorized access, disclosure, copying, use, modification, storage, or deletion of data. In the event of a misuse of a Party's shared crime gun data, the aggrieved Party reserves the right to suspend or withhold access to its crime gun data from any or all other Parties or the other Parties' personnel.
- e. Each Party shall be responsible for resolving issues involving violations of its policies or this MOU committed by its own personnel.
- f. The Parties agree that when computer data processing equipment is utilized in connection with shared crime gun data, such equipment shall be dedicated exclusively to purposes related to the administration of criminal justice.
- g. The Parties agree that if data shared pursuant to this agreement is later determined to be inaccurate, the Party making that determination shall immediately notify all other involved Parties of the need to make corrections to the shared crime gun data.

3. REQUESTS FOR INFORMATION

Any court orders, discovery requests, Freedom of Information Law requests, Open Public Records Act requests, or other similar requests, that seek access to any crime gun data that has been shared pursuant to this MOU, shall be responded to by the Party in possession of the data or record subject to such order or request, in accordance with federal and state laws and applicable Party policy. A Party receiving a request or demand for such data shall notify the Party that provided the data verbally and in writing immediately after receiving the request, and shall provide that Party with a reasonable opportunity to respond to the request or to seek protection or other relief from state or federal court, prior to providing access to or release of the requested data.

4. POINT OF CONTACT

- a. The Parties shall provide each other with the name, email address, and telephone number of a designated point of contact (POC). Notices to any Party concerning this MOU should be sent to that Party's POC. The POCs are listed in the attached Schedule A to this MOU.
- b. The Parties agree that if there is any change in their respective POC or their POC's contact information, they will inform the other Parties within ten (10) business days of that change and will update Schedule A accordingly.

5. SEVERABILITY

Nothing in this MOU is intended to conflict with any applicable federal or state laws. If a provision of this MOU is found to be inconsistent with an applicable federal or state law, this MOU shall no longer continue in effect unless each Party in writing confirms that the MOU remains in force, except that sections 2, 3, 8, and 9, shall remain in effect.

6. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law or to restrict any Party from administering or enforcing any law.

7. TERM AND TERMINATION

- a. This MOU is effective immediately upon the signature of the Parties and shall remain in effect for a term of five (5) years after its effective date.
- b. At the end of the term, the MOU shall be automatically extended for an additional term of one (1) year, and each year thereafter, unless terminated in writing by a Party at the end of a term.
- c. Any Party may terminate this MOU without cause, but shall provide thirty (30) days written notice to the other Parties prior to termination.
- d. In the event of termination, the provisions of Sections 2, 3, 8, and 9, shall remain in effect.

8. NO PRIVATE RIGHTS CREATED

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity; against any State; against any Party; against any department, agency, officer, employee of each Party; or against any other entity or person.

9. LIABILITY AND DISPUTE RESOLUTION

The Parties agree, subject to any limitations imposed by law, rule, or regulation, to be responsible for the acts or omissions of their respective officials, employees, or agents, and that no Party assumes any liability whatsoever for any alleged wrongful acts or omissions of the other Parties' agents, servants, contractors, or employees. It is further agreed that the Parties shall cooperate in good faith to resolve any claims between them promptly and, whenever appropriate, without litigation. For any claims related to this MOU, each Party's POC will, within five (5) business days of receipt of such claim, provide the involved Parties' designated legal representatives copies of any documents memorializing such claims.

10. NON-WAIVER

The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

11. ENTIRE AGREEMENT & AMENDMENTS

This MOU, including any Attachments and Schedules, represents the entire understanding and agreement among the Parties on the issues discussed within. Unless otherwise described in this MOU, no amendment or modification of this MOU shall be effective unless in writing and signed by all Parties.

12. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute one MOU.

SIGNATURE PAGE FOLLOWS

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The terms of this MOU have been read and understood by the persons whose signatures appear below, and shall become effective upon execution by all Parties.



PHILIP D. MURPHY
GOVERNOR
THE STATE OF NEW JERSEY



KATHY HOCHUL
GOVERNOR
THE STATE OF NEW YORK



TOM WOLF
GOVERNOR
THE COMMONWEALTH OF PENNSYLVANIA



NED LAMONT
GOVERNOR
THE STATE OF CONNECTICUT

SCHEDULE A

Party Points of Contact

THE STATE OF NEW JERSEY

Division of New Jersey State Police
River Road
P.O. Box 7068
West Trenton, NJ 08628

For Crime Gun Intelligence Information:
NJ Crime Gun Center
609-882-2000

For IT Issues:
Information Technology Bureau
609-882-2000, ext. 6489

THE STATE OF NEW YORK (one POC to be provided)

THE COMMONWEALTH OF PENNSYLVANIA (one POC to be provided)

Pennsylvania State Police
Department Headquarters
ATTN: Director, Bureau of Criminal Investigation
1800 Elmerton Avenue
Harrisburg, Pennsylvania 17110

For Crime Gun Intelligence Information:
Pennsylvania Criminal Intelligence Center
877-777-6835.

THE STATE OF CONNECTICUT

Department of Emergency Services and Public Protection
1111 Country Club Road
Middletown, CT 06457

For Crime Gun Intelligence Information:
Bureau of Special Investigations
Major Patrick Torneo
860-510-1925