

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GLENDALE POLICE DEPARTMENT
AND
THE CITY OF PEORIA POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Glendale Police Department (GPD) and the City of Peoria Police Department hereinafter referred to as the “parties” is to define the responsibilities of the parties with respect to the scheduling and use of GPD’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 to enhance 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 GPD, 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 GPD permission to use the NIBIN network and two computer systems (i.e., one entry station and one analysis station), which are under GPD’s operational control. In addition, GPD owns certain computer systems (i.e., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under GPD’s exclusive control. As an ATF NIBIN partner, GPD 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 GPD.

The parties agree that GPD possesses the necessary network access, equipment, and facilities to accomplish their objectives. 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. The City of Peoria Police Department will provide personnel for the purpose of acquiring, reviewing, and analyzing data. Personnel will be available for training for the proper protocols and procedures for acquiring images of cartridge cases as well as review and analysis of the data.
- b. The City of Peoria 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 GPD facilities. The City of Peoria Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. The City of Peoria Police Department will adhere to any “use of equipment” schedule for routine use, review and analysis to promote efficient and effective operations of any GPD 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 GPD NIBIN agreements to ensure minimization of impact to the other parties.
- d. The City of Peoria 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-GPD MOU incorporated by reference into this MOU.
- e. The City of Peoria Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon GPD under the ATF-GPD MOU. This includes, but is not limited to, clauses in the ATF-GPD 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-GPD 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 GPD and the City of Peoria Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect GPD's right to seek indemnification under Paragraph 9 below.

7. COORDINATION AND DECONFLICTION

If analysis of a shell casing identifies a NIBIN investigative association 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 who 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

To the extent permitted by law, the City of Peoria Police Department agrees to defend, indemnify and hold harmless the City of Glendale, Arizona and GPD, 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 GPD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of the City of Peoria Police Department. 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 _____, 2023, by their duly authorized representative.

FOR THE CITY OF PEORIA POLICE DEPARTMENT

Signature

Date

Name: Art Miller

Title: Chief of Police

Location: 8351 W. Cinnabar Avenue, Peoria, AZ 85345

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

FOR THE GLENDALE POLICE DEPARTMENT

Signature

Date

Name: Kevin R. Phelps

Title: City Manager

Location: City of Glendale, City Hall
5850 W. Glendale Avenue
Glendale, AZ 85301

ATTEST:

Julie Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney