

MOU Examples between Police Departments & Other Agencies

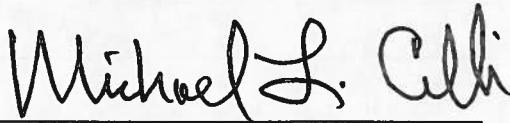
Rochester Police Department
&
The Center for Public Safety Initiatives at Rochester Institute of Technology

**Memorandum of Understanding
Between the Rochester Police Department and
The Center for Public Safety Initiatives at Rochester Institute of Technology**

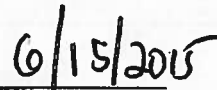
1. The Rochester Police Department (RPD) and the Center for Public Safety Initiatives at Rochester Institute of Technology (CPSI) are jointly committed to the successful implementation of a Body-Worn Camera (BWC) Program by RPD.
2. RPD and CPSI recognize that implementation of a BWC program is a complex endeavor, with critical implications for police-community relations, police resources and operations, legal and privacy considerations, use of technology, and other important considerations.
3. CPSI supports RPD in its application for funding under the Body-Worn Camera Pilot Implementation Program FY 2015 Competitive Grant Announcement, BJA-2015-4168 (BWC Grant).
4. RPD and CPSI recognize the critical importance of an independent evaluation of the BWC program to ensure program success, and to provide valuable guidance for other jurisdictions seeking to implement a BWC program in the areas of structure, process, and outcomes of the BWC program.
5. RPD and CPSI will form a research partnership, committed to:
 - a. Process and outcome evaluation;
 - b. Use of the strongest possible evaluation designs, including experimental design and random assignment; and,
 - c. A partnership in which participants will work closely with evaluators involving a process of continual exchange and feedback.
6. CPSI agrees to serve as a sub-recipient to RPD for the BWC grant to assist RPD with data collection for its BWC program, and to conduct an independent evaluation of that program.
7. CPSI will design and implement an independent evaluation process in accordance with the Proposed Evaluation Design for Implementation of Body Worn Cameras in Rochester New York, attached to and made a part of this Memorandum of Understanding.
8. RPD will work collaboratively with CPSI to provide data and input for the evaluation as agreed.
9. In collecting data and conducting this program evaluation, RPD and CPSI each agree to comply with all applicable requirements of the BWC Grant, including but not limited to those specifically relating to Project Evaluations and Research, and Evaluation Independence and Integrity. RPD and CPSI will also be bound be

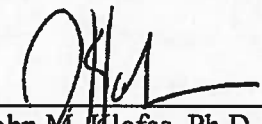
their respective internal policies, rules, and regulations regarding integrity, ethics, and accountability.

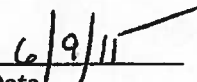
10. RPD and CPSI have reviewed the grant proposal to identify any research integrity issues (including principal investigators and CPSI as a sub-recipient), and have concluded that the design, conduct, or reporting of research and evaluation funded by the BWC grant, cooperative agreements, or contracts will not be biased by any personal, organizational, or financial conflict of interest on the part of CPSI's staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of RPD.
11. An explanation of the parties' conclusion that no personal, organizational, or financial conflict of interest exists, and an explanation of the processes and procedures that the RPD and CPSI will put in place to identify and eliminate (or at least mitigate) potential personal or financial conflicts of interest, should that become necessary during the grant period, is included in the document entitled, Research and Evaluation Independence and Integrity, attached to and made a part of this Memorandum of Understanding.



Michael L. Ciminelli, Chief of Police
Rochester Police Department
City of Rochester, New York


Date


John M. Kiofas, Ph.D, Director
Center for Public Safety Initiatives
Rochester Institute of Technology


Date

City of White Plains Department of Public Safety
&
White Plains Police Benevolent Association,
White Plains-Greenburgh NAACP,
Victim's Assistance Service,
and
El Centro Hispano

MEMORANDUM OF UNDERSTANDING

WHEREAS, THE CITY OF WHITE PLAINS by and through its Department of Public Safety (“WPDPS”), WHITE PLAINS POLICE BENEVOLENT ASSOCIATION (WPPBA), WHITE PLAINS-GREENBURGH NAACP (NAACP), WESTCOP/VICTIM’S ASSISTANCE SERVICE (VAS) and EL CENTRO HISPANO (“El Centro”) have come together to clearly state how they will work together to assist the WPDPS in implementing a program for White Plains Police officers to use Body-Worn Cameras; and

WHEREAS, the stakeholders listed below have agreed to enter into a collaborative agreement in support of the City of White Plains’ application for a grant offered by the United States Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA).

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative project.

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Department of Justice on or before June 16, 2015.

I. DESCRIPTION OF PARTNER/SUPPORTER AGENCIES

The City of White Plains by way of the Department of Public Safety (“WPDPS”): The City of White Plains through WPDPS is the lead partner in this proposal. WPDPS is the City’s police department and has a long standing commitment to

The City of White Plains Department of Public Safety-Police (WPDPS) has a long track record of diligent and competent enforcement of laws and the maintenance of order, as well as a history of genuine community service and engagement. The Department operates within a dynamic city setting. The City of White Plains is a vibrant metropolis that includes major shopping malls, retailers, hotels, restaurants, entertainment, financial institutions, schools, colleges, and is the center of Westchester County Government and regional transportation. The City’s residents reflect a wide range of diverse cultures and religious communities which contributes to the vitality of the White Plains community. The Department is a full service police agency that works under the motto of “Integrity, Professionalism, and Respect. In 1990 the Police Bureau was one of the first agencies in New York State to be accredited and has continued to achieve re-accreditation ever since. The Department has extensive outreach programs and is known for its innovative community policing practices and programs. Working in partnership with the community on problem solving and problem prevention initiatives has continued to make this city a safe city and has improved the quality of life for both our residents and visitors.

White Plains Police Benevolent Association (WPPBA) - The WPPBA is committed to preserving the health, safety and welfare of all of its members and to continue to encourage and strengthen relationships between its members and the residents of the City of White Plains. The WPPBA is a non-profit labor organization, and is funded by donations from City of White Plains residents and businesses, member's dues and fundraising activities. The WPPBA is responsible for contract negotiations with the city and represents all members from Police Officer through the rank of Captain. Established in 1926, the WPPBA currently has approximately 190 *members*.

White Plains-Greenburgh NAACP - The mission of the National Association for the Advancement of Colored People is to ensure the political, educational, social and economic equality of rights of all persons and to eliminate race-based discrimination. The vision of the National Association for the Advancement of Colored People is to ensure a society in which all individuals have equal rights without discrimination based on race. The following statement of objectives is found on the first page of the NAACP Constitution - the principal objectives of the Association shall be: To ensure the political, educational, social, and economic equality of all citizens. To achieve equality of rights and eliminate race prejudice among the citizens of the United States. To remove all barriers of racial discrimination through democratic processes. To seek enactment and enforcement of federal, state, and local laws securing civil rights. To inform the public of the adverse effects of racial discrimination and to seek its elimination. To educate persons as to their constitutional rights and to take all lawful action to secure the exercise thereof, and to take any other lawful action in furtherance of these objectives, consistent with the NAACP's Articles of Incorporation and this Constitution.

WestCOP/Victim Assistance - WestCOP, through its Victim Assistance Service Division, provides free, comprehensive and compassionate services to crime victims and their families, friends and loved ones. VAS also works to end violence through community action, public policy and culture change, and through prevention education programs in schools and in other community venues. It is our belief that through education, advocacy, and the raising of public awareness, we can over time alter the cultural context that allows interpersonal violence to flourish, mitigate the shame-inducing stigma of victimization, and provide former victims the opportunity to regain a sense of dignity and wholeness. VAS has Sites in Elmsford, White Plains, Yonkers, Peekskill and Mount Vernon, and VAS Advocates are also available at the Family Justice Center, the Yonkers Family Court, and through the Children's Advocacy Center.

El Centro Hispano ("El Centro"): El Centro is a 40 year-old community-based social services organization that serves the Latino community in Westchester County. El Centro's mission is to serve and strengthen the Latino community by providing information about family, health, housing, employment, translation, and immigration matters. El Centro provides services including after school programs, parenting skills, social services referrals, translation services, ESL, computer training program, access to legal services, and community programs celebrating

Hispanic traditions. El Centro's community outreach programs serve over 16,000 members of the Latino community each year.

II. COLLABORATIVE RELATIONSHIP

WPDPS, El Centro Hispano, Inc., VAS, White Plains-Greenburgh NAACP, White Plains Police Benevolent Association (WPPBA)

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

III. PARTNER ROLES AND RESPONSIBILITIES:

1. Upon this application being awarded the WPDPS will work together with all the partners in order to continue its efforts to demonstrate transparency and openness in its interactions with members of the community. WPDPS will work with the partners to enhance the current BWC policy and to address privacy issues, retention, police officer concerns, training development, prosecution concerns, and victim and witness related concerns. WPDPS will collect statistical data regarding BWC usage, including when used in criminal prosecutions and internal affairs matters. The Department will provide access to materials and information that can be legally shared and will facilitate the partners' ability to make input as required. The Department will meet quarterly with partners to address the concerns and to evaluate the status of the program.
2. Upon this application being awarded the White Plains-Greenburgh NAACP – will work together with the WPDPS in the development of the enhanced BWC policy and training. The NAACP will assist the Department in gaining community support for the BWC deployment. The NAACP will contribute recommendations during the training curriculum development. The NAACP will participate in the quarterly review process that will be used to evaluate the implementation of the BWC Program. The NAACP understands that all materials shared, including videos are the property of the WPDPS and will not release any materials or videos without the expressed consent of the WPDPS.
3. Upon this application being awarded the El Centro Hispano, Inc. will provide access to the Spanish speaking communities in White Plains. El Centro Hispano, Inc. will work together with the WPDPS in the development of the enhanced BWC policy. El Centro Hispano, Inc. will assist WPDPS in gaining community support for the BWC deployment. El Centro Hispano, Inc. will contribute recommendations during the training curriculum development. El Centro Hispano, Inc. will participate in the quarterly review process that will be used to evaluate the implementation of the BWC Program. The El Centro Hispano, Inc. understands that all materials shared, including videos are the property of the WPDPS and will not release any materials or videos without the expressed consent of the WPDPS.
3. Upon this application being awarded the WestCOP/Victim Assistance Services will provide recommendations to assist in the enhancement of the policy in regards to victim and

witness concerns and associated privacy issues. VAS will assist in the development of the training curriculum as it pertains to victims and witnesses. VAS will participate in the quarterly review process that will be used to evaluate the implementation of the BWC Program. VAS understands that all materials shared, including videos are the property of the WPDPS and will not release any materials or videos without the expressed consent of the WPDPS.

6. Upon this application being awarded the White Plains Police Benevolent Association will provide recommendations to assist in the enhancement of the policy in regards to officer concerns regarding the deployment of the BWC. Representatives of the WPPBA will be present at trainings related to the BWC Program to assist in gaining compliance in the use of the BWC. The WPPBA will participate in the quarterly review process that will be used to evaluate the implementation of the BWC Program. The WPPBA understands that all materials shared, including videos are the property of the WPDPS and will not release any materials or videos without the expressed consent of the WPDPS.

IV. COMMITMENT TO WORK TOGETHER TO ACHIEVE PROJECT GOALS

The stakeholders are committed to working together, and have formed a collaborative working relationship which will improve the transparency and civility of all parties involved in police-citizen encounters. This collaboration will also improve evidence collection to strengthen officer performance and accountability.

The WPDPS will achieve the project goals of enhancing agency transparency by documenting encounters between the police and the public. This documentation will also aid in the investigation and resolution of complaints regarding officer involved incidents. This will allow the WPDPS to identify and correct structural problems within the Department and to increase officer credibility, improve training, and preserve evidence. The project partners pledge their commitment to working together to achieve project goals by agreeing to meet on a quarterly basis and to make recommendations addressing their constituents concerns.

We, the undersigned, have read and agree with this MOU.

By 

Thomas Roach, Mayor (Applicant)

City of White Plains, New York

Date: 6/11/15

By 

David Chong, Comm. of Public Safety

City of White Plains, New York

Date: 6-11-15

By Lena Anderson

Lena Anderson, President

White Plains-Greenburgh NAACP

Date: 6/10/2015

By Robert Riley

Robert Riley, President

White Plains Police Benevolent Association

Date: 6/10/15

By John S. Savage

John S. Savage, CEO

WestCOP

Date: 6/12/15

By Isabel E. Di Nor

~~H. Judith Aucas~~, Deputy Director

El Centro Hispano, Inc.

Date: 6/11/15

Twin Falls Police Department
&
Twin Falls School District No.411



TWIN FALLS POLICE DEPARTMENT

356 3RD AVENUE EAST
P.O. BOX 3027
TWIN FALLS, ID 83303-3027

TELEPHONE: (208) 735-4357
FAX: (208) 733-0876
www.tfid.org

MEMORANDUM OF UNDERSTANDING

BRYAN KREAR
CHIEF OF POLICE
(208) 735-7210

TO: Superintendent Wiley Dobbs, Twin Falls School District No. 411
FROM: Chief Bryan Krear, Twin Falls Police Department
SUBJECT: Body-Worn Camera Project
DATE: May 29, 2015

MATTHEW HICKS
CAPTAIN

OPERATIONS
(208) 735-7204

ANTHONY BARNHART
CAPTAIN

ADMIN. SERVICES
(208) 735-7242

CRAIG STOTTS
LIEUTENANT
COMMUNICATIONS
(208) 735-7263

TERANCE THUESON
JOHN K. WILSON
LIEUTENANTS
PATROL
(208) 735-7277


It is the purpose of this agreement to gain the support and input from the Twin Falls School District No. 411 as the Twin Falls Police Department moves forward with the Body-Worn Camera Program. The use of body-worn cameras raises important questions about privacy and trust. The Twin Falls Police Department recognizes and acknowledges that by adopting body-worn cameras many questions about this technology have yet to be answered. In an effort to address these questions and produce a program that is right for the Twin Falls Police Department and the community of Twin Falls, we look for input in policy development and guidance from our partners and stakeholders. The information obtained through this merger will be used to guide the Twin Falls Police Department's Body-Worn Camera Program.

In launching this program, it is the Twin Falls Police Department's goal to:


- Strengthen Police Transparency
- Document Police Enforcement Contacts
- Prevent and Resolve Citizen Complaints
- Improve Police Performance and Accountability
- Improve Upon Officer Training

In considering the implementation of body-worn cameras, the Twin Falls Police Department does not enter into this decision lightly. This is why we look to our partner, the Twin Falls School District No. 411, for guidance and input as we move forward in an incremental approach to implement body-worn cameras. The Twin Falls Police Department recognizes that, if implemented correctly, body-worn cameras can help strengthen the policing profession.

**TWIN FALLS POLICE
DEPARTMENT**


BRYAN KREAR
Chief of Police

**TWIN FALLS SCHOOL DISTRICT
NO. 411**


WILEY DOBBS
Superintendent

"People Serving People"

Webb County Sheriff's Office
&
Webb County Deputy Sheriff's Association

**MEMORANDUM OF UNDERSTANDING BETWEEN
The WEBB COUNTY SHERIFF'S OFFICE and
The Webb County Deputy Sheriffs' Association**

This **Memorandum of Understanding** made and entered into by and between the **Webb County Sheriff's Office** and the **W.C.D.S. Association**.

WITNESSTH:

WHEREAS, the **Webb County Sheriff's Office** and **W.C.D.S. Association** desire to enter into a Memorandum of Understanding ("MOU") concerning the proposed grant-funded implementation and maintenance of the use of body-worn cameras for the Webb County Sheriff's Office, including formulating a communications strategy for engaging with relevant stakeholders, establishing relevant policy, retention specifications, body worn camera system selection, and training protocols.

WHEREAS, this MOU is entered into by the **Webb County Sheriff's Office** and **W.C.D.S. Association** indicating the **W.C.D.S. Association's** support for the proposal by the **Webb County Sheriff's Office** and commitment to assist the **Webb County Sheriff's Office** in the carrying out of the project's goals and objectives.

I. Purpose:

To establish a cooperative and mutually beneficial relationship between the **Webb County Sheriff's Office** and the **W.C.D.S. Association**, to indicate the support and commitment for the proposal by the Webb County Sheriff's Office and to assist the **Webb County Sheriff's Office** in the carrying out its proposed Body-Worn Camera Pilot Implementation Program's goals and objectives:

Goal: To enhance transparency and accountability in encounters between the Webb County Sheriff's Office and Webb County citizens by deploying a body-worn cameras (BWC) system.

Objectives:

- (1) To establish privacy policies and operational procedures governing body-worn cameras (BWC) that are transparent, accessible to the public and address body-worn cameras (BWC) issues involving legal liabilities of Freedom of Information Act (FOIA), civil rights, domestic violence, juvenile groups, and victims' groups.
- (2) To develop and implement body-worn cameras (BWC) for the Webb County Sheriff's Office in a systematically planned and phased approach that first achieves broad stakeholder, local political leadership support, and community engagement.
- (3) To leverage said partnerships and incorporate their input to address policy, training, deployment and, ultimately, procurement-related requirements.
- (4) To formulate, establish, and maintain a public communications strategy/plan to engage with privacy and civil liberties groups.
- (5) To procure body-worn cameras (BWC) system in a transparent manner utilizing input from involved stakeholders and based on technical criteria of 18 core operating characteristics of body-worn cameras (BWC) systems as follows: recording format, video resolution, video encoding/compression, frame rate, horizontal field of view, camera focus, audio quality, separate audio resolution and encoding compression, recording triggering, night-time/low light functionality, synchronization and metadata, tamper resistance, data transfer, data export, onboard storage, battery life, durability, and weight/form factor.
- (6) To training Webb County Sheriff's Office peace officers on appropriate BWC privacy policies and operational procedures.

- (7) To evaluate grant plan, implementation, and development; and, furthermore, based on evaluative feedback, sustain, modify, and/or revise strategies, plans, policies, procurement and training.

II. Duration of Agreement:

The agreement becomes effective on the date signed and shall remain in full force and effect until the agreement is cancelled by the parties in accordance with the terms set forth herein.

III. General Provisions:

This cooperative agreement does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. It is understood by both parties that each should fulfill its responsibilities under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the others to establish a date for mutual resolution of the conflict.

IV. Responsibilities:

In consideration of the mutual aims and desires of the parties of this agreement and in recognition of the public benefit from effective implementation of the program involved, the parties agree that their responsibilities under this agreement shall be as follows:

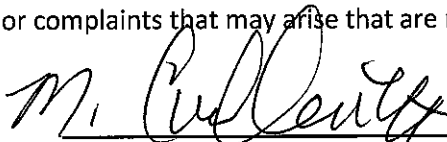
- A. The **Webb County Sheriff's Office** shall seek buy-in from **W.C.D.S. Association** in all applicable and/or appropriate grant activities, such as policies & procedures, procurement, and communications plans;
- B. The **W.C.D.S. Association** shall participate positively by providing constructive feedback on elements of grant plans/activities, such as policies & procedures, procurement, and communications plans.

All parties shall accept the above responsibilities and will provide input regarding implementation of the Body-Worn Camera Pilot Implementation Program's goals and objectives.

V. Effective Administration and Execution of this MOU:

- A. This MOU shall be reviewed on an as needed basis and remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days' notice of the other party.
- B. Effective execution of the agreement can only be achieved through continuing communication and dialogue between parties. It is the intent of this MOU that channel of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in the MOU.

Webb County Sheriff's Office
Sheriff Martin Cuellar


Webb County Sheriff's Office

W.C.D.S. Association
F Calderon, President
MOU for Body Worn Cameras (BWC)


W.C.D.S. Association

Date

Date