



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE OFFICE OF ACCOUNTABILITY AND TRANSPARENCY (OAT) AND THE**  
**PHOENIX POLICE DEPARTMENT (PPD)**  
**CITY OF PHOENIX**

This memorandum of understanding, hereinafter known as the Agreement, entered into on April 3, 2023, between the City of Phoenix Office of Accountability and Transparency ("OAT") and the Phoenix Police Department ("PPD") (hereinafter known collectively as the "Parties")

Whereas the aforementioned Parties desire to enter this Agreement in which they shall cooperate to accomplish the goals and objectives set forth, and;

Whereas the Parties desire to enter into an Agreement setting forth working arrangements necessary to achieve these objectives;

**MISSION**

This Agreement is established with the following intended mission:

To provide a working arrangement between the Parties whereby each can meet its obligations under Phoenix City Code Sections 20-1 thru 20-26 with reasonable efficiency and without unnecessary disturbance of other operations.

To provide an environment for constructive interaction between the Parties which advances the objectives of public safety, accountability and transparency in service to the community of the City of Phoenix.

**PURPOSE AND SCOPE**

The Parties intend for this Agreement to constitute the official information-sharing arrangement between them and that any provisions contained herein shall contribute to the timely flow of information, to open, clear communication and to a productive working relationship between the Parties.

## RESPONSIBILITIES OF THE PARTIES

### **1. PPD Notification to OAT of Mandatory Oversight Incidents 20-6**

Incidents falling within OAT's mandatory oversight responsibility pursuant to Section 20-6 include:

- a) Officer-involved shootings;
- b) Deaths occurring while an individual is in the custody of the PPD;
- c) Duty-related incidents resulting in death or serious bodily injury.

"Serious bodily injury" is defined to correspond to the definition in Arizona State Law.

To ensure timely and effective monitoring by OAT, the PPD shall notify OAT of the above listed incidents as soon as practicable.

When interviews of witnesses and officers occur within 24 hours of the incident, the PPD may provide to OAT reasonable notice of these interviews, when practicable. OAT monitoring may occur during or after the interview by reviewing the audio transcript, and if OAT observes, OAT will not be in the room, and will not be able to ask questions or intervene in an interview.

### **2. OAT Access to Videos, Documents and Other Interview Evidence 20-12**

The PPD shall provide OAT an opportunity to review any videos, documents or other evidence in the Department's possession relevant to the interview(s). If practicable PPD will assist the OAT with monitoring interviews.

### **3. PPD Notification to OAT of Discretionary Oversight Incidents 20-7**

- A) Pursuant to Section 20-7 of the Phoenix City Code, OAT has the discretion to:
  1. Monitor any PPD internal investigation
  2. Monitor any PPD investigation of any incident, whether or not duty-related, in which PPD uniformed personnel is accused of a crime or policy violation.
- B) To ensure that OAT may effectively carry out its discretionary duties, the PPD shall notify OAT within a reasonable time to permit monitoring of:
  1. PPD initiation of an PSB investigation concerning misconduct of a PPD sworn employee; or
  2. PPD receipt of any civilian or employee complaint that is concerning the conduct of a PPD sworn employee.

### **4. List of Open Investigations**

In order that OAT may properly exercise its discretion under Section 20-7 of the PCC and make proper determinations whether to monitor or decline to monitor a police

misconduct incident, the PPD shall provide once bi-weekly a list of its open internal investigations arising from police interactions with the public.

**5. OAT Notice of Intended Action 20-6(F)**

OAT shall provide to PPD, within 48 hours, a Notice of Intended Action. The Notice shall state whether OAT shall:

- a. Monitor or decline under OAT's discretionary jurisdiction a PPD administrative investigation.

**6. OAT Monitoring and Request for Information of PPD Investigation 20-6(B) & 20-12(A)**

Where OAT has provided notice that it will monitor the PPD investigation of an incident, OAT monitoring of the PPD investigation may include the following:

- a. Contemporaneous observation of PPD interviews with officers and critical civilian witnesses;
- b. Review of any recordings or transcripts of PPD interviews with involved officers and/or civilian witnesses;
- c. Review of body camera footage, additional video footage, documents, reports and any other evidence referenced and/or relied upon in the PPD investigation;
- d. Discuss with PPD investigators in order to monitor investigative steps taken and/or reasons why specific steps were not taken; if necessary;
- e. Completion of Monitoring Report;
- f. Response by PPD to OAT Monitoring Report;
- g. OAT Reply to PPD Response.

Requests for information shall be confined to specific cases subject to OAT action or matters being monitored by OAT at the time the request is made.

**7. PPD Timely Provision of Information 20-12(B)**

Pursuant to the PCC, OAT shall provide regular public reports on complaints, investigations, community outreach and other aspects of OAT operations. In order that OAT shall have a reasonable opportunity to perform its assessments, reviews, and analysis in a timely and effective manner, the PPD shall provide information requested within a reasonable amount of time.

**8. PPD Notice to OAT of Unavailable/Delayed Information 20-12(B)**

When information described within the OAT Request for Information shall be unavailable for any reason, the PPD shall notify OAT promptly of the PPD becoming aware of this unavailability.

**9. PPD Response to OAT Recommendations 20-13(A)**

When OAT's involvement in an investigation has resulted in OAT recommendations to the PPD on discipline, policy or training, the PPD shall provide a written response to OAT within 30 business days. The written response shall address whether PPD agrees with, or otherwise accepts the recommendations, any disagreement the PPD has with the recommendations and the basis for those disagreements. The written response should express the following where applicable:

- a. any action the PPD intends to take pursuant to the recommendations;
- b. whether the consideration of appropriate action shall require additional PPD review;
- c. whether the PPD disagrees, in whole or in part, with the OAT recommendations and the factual/legal basis for any disagreement;
- d. whether, despite PPD agreement with the recommendation, there is no appropriate action available to be taken and the reason no appropriate action is available.

**10. Process for Resolving Disagreement 20-13(C)**

As provided by the PCC, the City Manager may act as an arbiter between OAT and the PPD. By agreement herein, either Party may seek City Manager involvement to resolve disagreements concerning the following matters:

- a. OAT Access to PPD Information
- b. Parties' Adherence to Notice Requirements
- c. Matters of Interpretation Re: Terms of This Agreement;
- d. Matters of Interpretation Re: Phoenix City Code or Other Applicable Law

**11. Retaliation 20-26**

When a complaint received by OAT, whether from a member of the public or from a PPD employee, contains a specific and verifiable allegation of retaliation against a non-supervisory PPD employee, OAT shall notify the PPD of said allegation within 48 hours.

When a complaint received by OAT, whether from a member of the public or from a PPD employee, contains a specific and verifiable allegation of retaliation against a member of PPD supervision, OAT shall notify the City Manager promptly for consideration of further steps in the investigation of the complaint.

When a complainant who makes a retaliation allegation has expressed a desire to remain anonymous, immediate disclosure by OAT to the City Manager shall be limited to:

- a. The specific conduct alleged, and;
- b. The name of the PPD employee against whom the allegation is made.

**12. Monthly Meeting Between OAT and PPD**

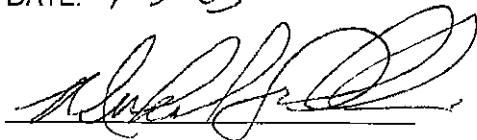
To facilitate effective performance by the Parties of responsibilities set forth in this Agreement, the Parties shall meet at least once a month. The meeting will provide communication between the parties to discuss the Parties' performance of this Agreement.

**13. Interagency Liaisons**

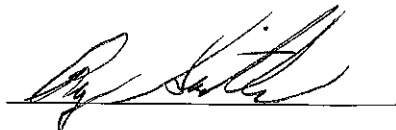
To ensure timely sharing of information and swift response to time-sensitive questions, the PPD and the OAT shall each designate interdepartmental liaisons. Time-sensitive matters requiring action by either of the Parties must be brought to the attention of the interagency liaisons when the OAT Director and the PPD Chief are unavailable.

No disagreement shall be brought before the City Manager for resolution without having first been discussed between the Parties at the monthly meeting. The meeting must include, as participants, the Director of OAT, or the Director's Designee, and the Chief of the PPD, or the Chief's Designee. Any resolution of issues within the terms of this Agreement resulting from an interagency meeting may result in a written addendum to this Agreement.

DATE: 4-3-23

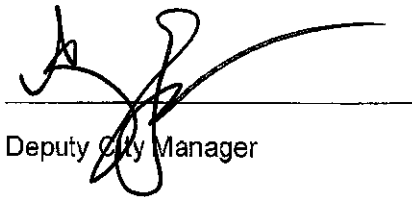


Chief, Phoenix Police Department



Director, Office of  
Accountability and Transparency

Witnessed by:



Deputy City Manager