

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ARIZONA DEPARTMENT  
OF PUBLIC SAFETY MAJOR INCIDENT DIVISION AND  
THE CITY OF MARICOPA POLICE DEPARTMENT**

**PREAMBLE**

This Memorandum of Understanding (MOU) is entered by and among the Arizona Department of Public Safety (AZDPS) Major Incident Division (MID) and the City of Maricopa Police Department (Maricopa PD), referred to collectively as the “Parties,” in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter.

**SCOPE**

**The Parties agree to the following terms and conditions of this MOU:**

Pursuant to ARS 41-1762 the Maricopa PD may request the MID investigate any of the following events (each, a “critical force incident”):

- Any discharge of a Maricopa Police Officer’s firearm due to a use of force encounter; or
- Any incident involving a Maricopa Police Officer’s intended use of deadly force or use of force by any other means that results in death or serious physical injury of another person, either during an on-duty incident or off-duty incident while acting under the color of authority.

When a critical force incident is reported, and the MID is requested to conduct the criminal investigation, and the MID agrees to conduct the criminal investigation, then the MID will handle all aspects of the critical force incident case including witness interviews, crime scene processing, and laboratory testing. Unless otherwise agreed upon, the MID’s investigation is limited to the critical force incident and will utilize the DPS crime laboratory.

**MARICOPA PD RESPONSIBILITIES**

**Upon the occurrence of any of the above-described critical force incidents, the Maricopa PD shall:**

Immediately notify the AZDPS Duty Office at 602.223.2212 and provide preliminary information regarding the incident and a point of contact. While the investigation can be initiated with a phone call, a subsequent formal written request for the MID investigation must be made to the DPS Director from the Maricopa Police Chief.

- Secure a crime scene perimeter with access limited to emergency medical personnel, medical examiner personnel, and MID personnel.
- Detain and hold any arrested persons pending the arrival of MID personnel.
- Identify and separate all eyewitnesses for subsequent interviews by the MID. The Duty Office will then contact the MID Assistant Director (or designee) who will facilitate the acceptance of the investigation and dispatching of investigative personnel.

The responding DPS captain or MID assistant special agent in charge will contact the Maricopa PD’s point of contact to gather additional details of the incident and provide an estimated time of arrival.

## **CRITICAL FORCE INCIDENT INVESTIGATION**

### **Interviews:**

Officers/employees who witnessed the critical force incident or were involved in the events leading to the incident will be interviewed by MID personnel. Involved officers will remain at the scene or a mutually agreed upon location until the MID has arrived, photographed the officer, collected their equipment, and had the opportunity to communicate with the involved officer to determine their willingness to complete an on-scene walkthrough interview and a subsequent detailed interview. All interviews will be recorded by MID personnel.

The MID case agent will schedule a detailed voluntary interview with any involved officer as soon as practical. The detailed voluntary interview may be conducted at the scene, at the MID office, or at an appropriate location of the employee's choosing.

The date and time of the detailed voluntary interview are within the sound discretion of the case agent, but every effort must be made to complete the interview as close in time to the incident as practical. Factors to be considered include the physical and emotional condition of an involved officer, any injuries that might negatively impact the quality of an interview, as well as any risks associated with an undue delay of the interview.

In the event the involved officer wishes to conduct the voluntary detailed interview in conjunction with a voluntary walk-through interview, the MID case agent shall be prepared to do so on scene.

### **Administrative review:**

The Parties agree the criminal investigation conducted by the MID takes precedence over any internal or administrative investigations conducted by the Maricopa PD. The Parties also agree there may be situations where both the criminal and internal administrative investigations can be conducted simultaneously without interference. Accordingly, if an internal administrative investigation would interfere with the criminal investigation, the Maricopa PD agrees to postpone the internal administrative investigation until an appropriately agreed upon time.

### **Department Liaison:**

The Maricopa PD should assign a department liaison at the rank of sergeant or above to coordinate the collection of necessary investigative items. The Maricopa PD should expect a request for the items listed below following a critical force incident investigation. To help expedite the incident review, the Maricopa PD should provide the following records to the MID:

- Audio, video, and photograph evidence, including dashcam, bodycam, witness cameras, and surveillance footage.
- Dispatch logs, radio logs, CAD reports.
- Any recordings from 911 or other related phone calls.
- Radio transmissions.
- Scene logs.
- EMS run reports and a list of all first responders.

- Mobile data terminal (MDT) entries and instant messages from the vehicle of the involved officer.

### **AZDPS MID RESPONSIBILITIES**

**Upon the occurrence of the above-described events and notification by the Maricopa PD, the AZDPS is responsible for the following:**

- Initiate a criminal investigation in accordance with the AZDPS Policies and Procedures for Law Enforcement Use of Force and Custodial Death Investigations.
- Dispatch MID personnel necessary for the proper conduct of such an investigation.
- Retain operational direction and control of the investigations and forensic assistance or coordination initiated pursuant to this MOU.
- Issuance of investigative reports to the applicable county attorney's office for charging decisions as appropriate in the investigative process.
- Issuance of investigative reports to the Maricopa PD for review and administrative follow-up as deemed appropriate.

### **FINAL REPORT**

#### **Conclusions:**

Once the investigation is complete, the criminal report will be forwarded to the appropriate county attorney's office as well as the Maricopa PD.

#### **ACTIVATION/TERMINATION:**

This MOU shall become effective on the last date of execution by the Parties and may be terminated upon thirty days (30) notice by mutual agreement of the Parties.

For: The Arizona Department of Public Safety

---

Signature	Jeffrey Glover, Director	Date
-----------	--------------------------	------

For: The Maricopa Police Department

---

Signature	Mark Goodman, Chief of Police	Date
-----------	-------------------------------	------