

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, by and between the City of Glendale, an Arizona municipal corporation (“Glendale”) and _____, an Arizona limited municipal corporation (“Partner”).

The City and Partner have engaged in preliminary discussions concerning a proposed utilization of the City of Glendale Real-Time Crime Center and establishment of the West Valley Real Time Crime Center (“Project”). This MOU outlines certain general parameters under which the City and Partner will pursue the discussion and negotiation of fully detailed definitive agreements pertaining to the Project.

This MOU provides a framework for focusing further negotiations of an intergovernmental agreement that the parties anticipate executing forthwith, while ascertaining the feasibility through technology to combine resources and personnel to better serve West Valley Communities. All parties enter into this MOU in good faith and understanding that the other parties will act in reliance on the MOU in proceeding with negotiations that are anticipated to culminate in the intergovernmental agreement. Notwithstanding the previous, nothing contained herein is intended to bind the parties with respect to the Project and this MOU shall have no legal effect.

The Parties acknowledge that the City of Glendale Real-Time Crime Center (“RTCC”) is in operation and that Glendale has undertaken significant financial investment in the establishment of the RTCC.

The Project will be a Real Time Crime Center, consisting of Glendale and Partner agencies ingested camera feeds of their choice into a technology driven support center. Camera feeds may include either traffic or security cameras owned or operated by their respective agency or feed from other partnerships and agreements they have acquired. Partners will provide staffing to assist in the operations of the Real Time Crime Center, when available, across all jurisdictions who are participating.

The Parties have not established the Project cost. However, Partner acknowledges that upon approval of an intergovernmental, providing for its participation in the project and subject to appropriation by the Partner’s governing body, then Partner will be responsible for payment of a capital contribution to the Project. Partner will also be responsible for maintenance or operational costs which may include personnel costs, third party subscriptions as well as any other costs identified or obtained as a result of this agreement.

The City may require Partner to enter into cooperative use or license agreements with other entities using the Project or the City may enter into such cooperative agreements or licenses directly with such third parties. Any agreement between the City and Partner may be subject to other agreements entered into by the City with other partners.

All parties hereto warrant that they have entered this MOU in good faith and seek to deal fairly with each party. The execution and delivery of this MOU by the City, and Partner, and any negotiations concerning this MOU or any associated agreements, does not create any contractual rights or obligations in favor of any party with respect to the others; nor does the presentation of this MOU constitute any offer by a party to enter any transaction with the others or bind a party to pursue a transaction with the others concerning the Project.

The parties hereto shall not have any obligations to the others concerning the Project or any other matter until such time as definitive agreements are fully negotiated, drafted, executed and delivered by and among them. It is acknowledged among the parties that no party has any obligation to the others to engage in or continue any negotiations regarding the Project. Any party hereto may, at any time prior to the execution and delivery of such definitive agreements, abandon discussions concerning the Project without liability.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their duly authorized officers as of the date first written above.

CITY OF GLENDALE, ARIZONA

By: _____

Name: _____

Title: _____

CITY OF

By: _____

Name: _____

Title: _____