

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BRADY CENTER TO PREVENT GUN VIOLENCE,
THE ROCHESTER OFFICE OF THE MAYOR,
AND
THE ROCHESTER POLICE DEPARTMENT**

I. RECITALS

THIS MEMORANDUM OF UNDERSTANDING is entered into on November __, 2021 between the Rochester Office of the Mayor, the Rochester Police Department, a division of Rochester municipal corporation, and the Brady Center to Prevent Gun Violence (“Brady”), a non-profit organization located in Washington, D.C.

II. PURPOSE

This Memorandum of Understanding (“MOU”) between the Brady Center to Prevent Gun Violence (“Brady”), the Rochester Office of the Mayor, and the Rochester Police Department sets forth the key terms of the parties’ relationship. Specifically, Brady will provide guidance and advice to the Rochester Police Department regarding its effort to collect and analyze trace data for firearms recovered in Rochester, as well as other relevant data regarding gun crimes as the parties deem necessary and appropriate. The ultimate goal of this partnership is a public-facing report based on such data and its analysis.

III. POINTS OF CONTACT

a. Brady will provide a point of contact for communications. At this time that is:

Steve Lindley
slindley@bradyunited.org

b. The Office of the Mayor will provide a point of contact for communications. At this time that is:

Patrick Beath, Deputy Corporation Counsel
patrick.beath@cityofrochester.gov

c. The Police Department will provide a point of contact for communications. At this time that is:

Nick Petitti, Director of Business Intelligence
nick.petitti@cityofrochester.gov

IV. SCOPE OF THE PROJECT

a. ANALYSIS AND USE OF DATA

Rochester, through the Rochester Police Department, will use its best efforts to collect trace data about firearms recovered within its jurisdiction. Brady will advise the Rochester Police Department on the types of data and means of collection as necessary. The parties recognize that provision of responsive data from the RPD may require changes to current data management and collection protocols and the RPD shall have sole discretion in determining the nature and manner of the data to be produced. The parties also recognize that provision of certain data from the RPD may require notice to and/or permission of the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”). As an example, such data may include information that reflects:

- Top Source Dealers of Firearms Traced
- Time-to-Crime Rates for Firearms Traced, both in the aggregate and for particular dealers and guns, and State of Firearm’s Purchase
- Number of Traces by Year
- Types of Crimes Associated with Recovered Guns
- Anonymized Purchaser/Possessor Data for Crime Guns
- Type of Firearms Traced (handgun, long gun, or ghost gun)
- Make, Model, and Serial Number of Firearms Traced
- Caliber of Firearms Traced
- Location of Seizure/Recovery of Traced Firearms
- Other data, as discussed by the Rochester Police Department and Brady.

As needed, Brady will provide to the Rochester Police Department advice and guidance regarding the analysis of such data and assist the Rochester Police Department in generating a public-facing report containing the analysis of this data. Nothing herein shall prevent the Rochester Police Department to work with an outside partner to analyze the data and generate a report, should it choose to do so.

Brady and its agents will make all reasonable efforts to keep secure and not publicly disclose any firearm trace data information to which the Rochester Police Department provides it access without Rochester Police Department’s prior approval to do so, or unless or until

Rochester Police Department or a third-party makes firearm trace data publicly available. This does not affect Brady's ability to analyze and release data obtained from sources other than Rochester Police Department.

V. CONFIDENTIAL INFORMATION

In entering into this MOU, the Rochester Office of the Mayor, Rochester Police Department and Brady, their agents, servants, contractors, consultants, and employees may disclose confidential and proprietary information ("Confidential Information") to each other. Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to their services for one another, the business or operations of each party, and/or the products, drawings, plans, processes, or other data of each party.

To protect each other's Confidential Information, the parties agree as follows:

1. Each party's access to and use of Confidential Information shall be restricted to the party's agents, servants, contractors, consultants, and employees whose access, use or dissemination of the Confidential Information is necessary to perform their official duties in connection with this MOU.
2. The parties shall not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the other party.
3. The parties shall not reproduce the Confidential Information, use this information commercially, or for any purpose other than those contemplated in this MOU.
4. Each party will, upon the request of the other party or upon termination of the relationship, deliver any drawings, notes, documents, equipment, and materials received from the other party.
5. Brady shall ensure that its employees, agents, contractors, and consultants, engaged in the work contemplated in this MOU, treat and protect Confidential Information in accordance with this provision, and shall further advise them of the permissible uses of the information obtained from the Rochester Police Department as established in this MOU, and the potential discipline and civil and criminal sanctions for noncompliance.
6. The parties recognize that the City is subject to New York's Freedom of Information Law ("FOIL"). In the event that the City determines that is required to

produce Brady's Confidential Information pursuant to a FOIL request, it shall provide reasonable notice to Brady prior to any such disclosure.

VI. Miscellaneous

Each party shall be responsible for the actions of its officers, employees, agents, contractors, and consultants during the performance of their obligations under this MOU.

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against Rochester, any department, agency, officer, employee of Rochester, or against any entity, or any other person.

Nothing in this MOU is intended to conflict with applicable State or federal laws or regulations, or directives of either party. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. The parties may negotiate the terms affected by the severance.

This MOU may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the parties.

This MOU, including amendments and attachments contained within it represents the entire understanding and agreement between the parties and supersedes all prior agreements and understandings between the parties on the subject matter contained herein.

Either party may terminate this MOU for any reason whatsoever within fifteen (15) days' written notice.

Signature Page Follows

SIGNATORIES

The terms of this MOU have been read and understood by the persons whose signatures appear below, and shall become effective upon execution by all parties.

THE BRADY CENTER TO PREVENT GUN VIOLENCE



Joshua Scharff
Senior Counsel & Director, Programs

11/29/2021

Date

ROCHESTER OFFICE OF THE MAYOR

Lovely A. Warren
Mayor

Date

ROCHESTER POLICE DEPARTMENT

David M. Smith
Police Chief

Date