

Intergovernmental Data Sharing Agreement
Between
Arizona Board of Regents for and on behalf of
Arizona State University and its
Center for Violence Prevention and Community Safety
and
City of Yuma

This Intergovernmental Data Sharing Agreement ("Agreement") is entered into by and between the Arizona Board of Regents on behalf of Arizona State University ("ASU") and its Center for Violence Prevention and Community Safety ("CVPCS") and the City of Yuma ("City"), on behalf of the Yuma Police Department ("YPD"). ASU, on behalf of CVPCS, and the City, on behalf of YPD, are referred to herein individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, YPD responds to calls for service involving violent crimes; and

WHEREAS, ASU operates the CVPCS; and

WHEREAS, CVPCS analyzes and evaluates patterns and causes of violence, and utilizes the data to develop strategies and programs aimed at reducing violence and increasing community safety; and

WHEREAS, the City desires to provide data and information to CVPCS to assist in furthering its goals.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree to the following terms and conditions:

1. BACKGROUND

The City, by collaborating with CVPCS, supports participation in the Centers for Disease Control and Prevention's (CDC) National Violent Death Reporting System (NVDRS) in Arizona (AZ-VDRS). All fifty (50) states, as well as the District of Columbia and Puerto Rico, participate in NVDRS. The NVDRS compiles statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate state, county, local, or tribal agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and inform communities, policy makers, and decision makers on violent deaths to encourage enactment of preventive programs. Establishment of the AZ-VDRS enables increased scientific understanding of violent incidents through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent incidents and prevention to professionals and the public. The Arizona Department of Health Services has worked with CVPCS to expand their role as a bona-fide reporting agent for the NVDRS in Arizona. Data collection for the project is sponsored by the CDC and coordinated by the research team at the CVPCS. CVPCS also collects data for CDC's

State Unintentional Drug Overdose Reporting System (SUDORS) in the state of Arizona (AZ-SUDORS).

2. PURPOSE

This Agreement establishes the basis for the City to share data with the CVPCS regarding incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AZ-VDRS by providing accurate, comprehensive, and objective information regarding violent deaths and drug overdose deaths. The CVPCS will submit AZ-VDRS findings and the underlying data to the CDC that administers the NVDRS for use in violent death and drug overdose prevention and intervention efforts. The sharing of data will be in accordance with the terms and conditions stated in this Agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

3. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon last signature below (“Effective Date”) and shall remain in effect for five (5) years (“Initial Term”) unless terminated, canceled, or extended as otherwise provided herein.

4. TERMINATION OR AMENDMENT:

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party’s Authorized Representative as set forth below. This Agreement may only be modified or amended in writing and executed by duly authorized representatives of both Parties.

5. SCOPE OF THE AGREEMENT:

- a. On a monthly basis, YPD will provide records, documentation, information, and data to CVPCS as follows:
 - i. Violent Deaths (as defined by the CDC): Incident narrative, person type (victim/suspect), name, address, age, sex, race, ethnicity, date and location of injury and death, additional person descriptors, wounds, associated circumstances, victim-suspect relationship, history of victim abuse, whether suspect was victim’s caretaker, firearm descriptors, poison details, weapon(s) used by or on a person, the person purchasing related firearm, and any other available person descriptors for individuals related to the incident.
 - ii. Homicides: Incident narrative, person type (victim/suspect), name, address, age, sex, race, ethnicity, date and location of injury and death, additional person descriptors, wounds, associated circumstances, victim-suspect relationship, history of victim abuse, whether suspect was victim’s caretaker, firearm descriptors, poison details, weapon(s) used by or on a person, the person purchasing related firearm, and any other available person descriptors for individuals related to the incident.

- b. YPD will provide these records and information following a request from CVPCS, submitted in writing, to the Yuma Police Department Records Division. The request shall be submitted to ypdfoiarequests@yumaAz.gov.
- c. Any records, documentation, information, or data disclosed to a Party or received by a Party pursuant to this Agreement shall not be used for a commercial purpose as defined in Arizona Revised Statutes (A.R.S.) § 39-121.03.
- d. For the purposes of this Agreement, YPD agrees to provide CVPCS with records, documentation, information, and data free of charge.
- e. CVPCS agrees it will use records, documentation, information, and data received pursuant to this Agreement to further the violent crime prevention and community safety missions and goals of CVPCS.
- f. The reports, documentation, information, and data provided by YPD will be redacted as required by local, state, and federal laws, executive orders, attorney general opinions, and controlling court opinions. Mandated redactions include, but are not limited to, victim and crime witness personal identifying and locating information as set forth in A.R.S. § 8-413, A.R.S. § 13-4434, A.R.S. § 39-123.01, and Arizona Rules of Criminal Procedure 39.
- g. City shall provide an employee to serve on the AZ-VDRS statewide advisory board.

6. NOTICES AND POINTS OF CONTACT

Notices required by this Agreement, or questions related to this Agreement, shall be directed to the below listed individuals. Notices shall be in writing and deemed delivered if delivered in person, by electronic email with delivery receipt, or ten (10) days from the date of mailing by registered or certified mail and addressed to the point of contact for the other Party.

<p>Yuma Police Department Captain Wayne Boyd Support Services Division 1500 South 1st Avenue Yuma, Arizona 85364 (928) 373-4700 wayne.boyd@yumaAz.gov</p>	<p>Arizona State University Ofc. for Research and Sponsored Projects Administration P.O. Box 876011 Tempe, Arizona 85287-6011 asu.awards@asu.edu industryagreements@exchange.asu.edu</p> <p>Copy to: Charles M. Katz Ctr. for Violence Prevention and Community Safety 411 North Central Avenue, Suite 680 Phoenix, Arizona 85004 charles.katz@asu.edu</p>
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7. NON-DISCRIMINATION:

The Parties shall comply with all applicable State and Federal employment laws, rules, regulations, and Executive Orders that require all persons shall have equal access to employment regardless of race, color, religion, disability, sex (including sexual preference and gender identity), age, national origin, veteran's status, genetic code, or political affiliation during the term(s) of this Agreement.

8. FUNDING:

Pursuant to A.R.S. § 41-2546, all Parties are government entities, and Agreement validity is based upon the availability of public funding. In the event public funds are unavailable and not appropriate for the performance of any Party's obligations pursuant to this Agreement, that Party's participation in this Agreement shall automatically terminate without penalty, after written notice to the other of the unavailability and non-appropriations of public funds. It is expressly agreed that no Party shall activate this provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure.

9. IMPOSSIBILITY:

No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.

10. EMPLOYEE WORKER ELIGIBILITY:

By entering into this Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. Either Party may request verification of compliance from any other Party's employee, contractor or subcontractor performing work pursuant to this Agreement. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Agreement.

11. INDEMNITY:

Unless otherwise expressly provided, the Parties shall be individually responsible for the conduct of their own operations and performance of obligations pursuant to this Agreement and for any accidents, injuries to or the death of persons or damage or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing the duties undertaken pursuant to this Agreement.

12. SEVERABILITY:

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.

13. GOVERNING LAW:

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies required by statute or executive order. The jurisdiction for any disputes shall be Yuma County, Arizona.

14. RIGHTS OF THE PARTIES ONLY:

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

15. RELATIONSHIP OF THE PARTIES:

It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of the one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

16. AUTHORITY OF THE PARTIES:

The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

17. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

18. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

19. AUTOMATIC INCORPORATION:

All applicable Federal, State, and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.


20. NO BOYCOTT OF ISRAEL:

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as set forth in A.R.S. §§ 35-393 and 36-393.01.

21. ARBITRATION:

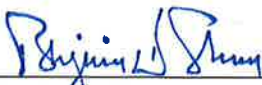
The Parties agree to arbitrate disputes filed in Arizona Superior Court as required by A.R.S. § 12-133 and A.R.S. § 1518.

IN WITNESS, the Parties execute and agree to the terms of this Agreement:

<p>CITY OF YUMA</p> <p>_____ John D. Simonton City Administrator</p> <p>Date: _____</p>	<p>ARIZONA BOARD OF REGENTS for and on behalf of Arizona State University</p> <p> _____ Kristy Macdonald Associate Director, Research Operations</p> <p>Date: <u>12-10-2024</u></p>
<p>ATTEST:</p> <p>_____ Lynda L. Bushong City Clerk</p> <p>Date: _____</p>	

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and within the powers and authority granted to each respective public body.

<p>CITY OF YUMA</p> <p>_____ Richard W. Files City Attorney</p> <p>Date: _____</p>	<p>ARIZONA BOARD OF REGENTS on behalf of Arizona State University</p> <p> _____ Benjamin Larson Arizona State University General Council</p> <p>Date: <u>11-20-2024</u></p>
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