

CITY COUNCIL REPORT



Meeting Date: *May 17, 2016*
General Plan Element: *Public Services & Facilities*
General Plan Goal: *Partner with other jurisdictions and agencies*

ACTION

Approve Resolution No. 10431 authorizing Intergovernmental Agreement No. 2016-057-COS between the City and Arizona State University for data sharing.

BACKGROUND

The Purpose of this Intergovernmental Agreement ("Agreement") is to authorize the continued sharing of police report information on incidents leading to violent deaths occurring within the jurisdiction of the Scottsdale Police Department with the Arizona State University Center for Violence Prevention and Community Safety ("Center"). This data will be used by the Center for the purpose of contributing to the Arizona Violent Death Reporting System ("AVDRS") by providing accurate, comprehensive and objective information regarding violent deaths.

The sharing of police report data will be in accordance with the terms and conditions stated in this Agreement.

This Agreement replaces a previous Agreement that expired on July 1, 2015.

ANALYSIS & ASSESSMENT

Staff has reviewed this Agreement and recommends approval. This agreement will be beneficial to the criminal justice system through increased data being provided to the AVDRS.

RESOURCE IMPACTS

Available funding

No additional funding is required to facilitate this Agreement. It is anticipated that this Agreement will not create any additional costs for the City.

Staffing, Workload Impact

Existing personnel will participate as part of the scope and course of their normal duties.

Future Budget Implications

None noted.

Cost Recovery Options

Not applicable.

OPTIONS & STAFF RECOMMENDATION

Approve Resolution No. 10431 authorizing Intergovernmental Agreement No. 2016-057-COS between the City and Arizona State University for data sharing.

RESPONSIBLE DEPARTMENT(S)

Police

STAFF CONTACTS (S)

Scott Popp, Assistant Chief of Police, spopp@scottsdaleaz.gov

APPROVED BY




Alan Rodbell, Chief of Police

(480)312-1900, arodbell@scottsdaleaz.gov

4-28-16

Date



Brian Biesemeyer, Acting City Manager

(480)312-2800, bbiesemeyer@scottsdaleaz.gov

4-28-16

Date

ATTACHMENTS

1. Resolution No. 10431
2. Intergovernmental Agreement No. 2016-057-COS

RESOLUTION NO. 10431

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING INTERGOVERNMENTAL AGREEMENT NO. 2016-057-COS FOR DATA SHARING WITH ARIZONA STATE UNIVERSITY

WHEREAS, Arizona Revised Statutes Sections 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City of Scottsdale to enter into intergovernmental agreements with various public agencies, including state universities; and

WHEREAS, the City and the Arizona State University Center for Violence Prevention and Community Safety wish to enter an intergovernmental agreement to share police report information on incidents leading to violent deaths occurring within the jurisdiction of the Scottsdale Police Department for entry into the Arizona Violent Death Reporting System;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Intergovernmental Agreement No. 2016-057-COS, between the City and Arizona State University for data sharing.

PASSED AND ADOPTED by the city council of the City of Scottsdale this 17th day of May, 2016.


CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

Carolyn Jagger
City Clerk

W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:



Bruce Washburn
City Attorney
By: Luis E. Santaella
Senior Assistant City Attorney

Attachment #1

**INTERGOVERNMENTAL AGREEMENT
FOR DATA SHARING BETWEEN
THE CITY OF SCOTTSDALE
AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §§11-951 *et seq.* between the City of Scottsdale ("City"), an Arizona municipal corporation, acting through its Police Department, and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), which shall be collectively referred to as the Parties and each individually as a Party.

1. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon signature and shall remain in effect until July 1, 2020 unless terminated, canceled or extended as otherwise provided herein.

2. TERMINATION OR AMENDMENT:

Each Party shall have the right to terminate this Agreement by mailing the other Party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances, by the authorized representative of the respective parties.

3. CONFIDENTIALITY:

Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in the scope of work without prior approval of all Parties to this Agreement except as may otherwise be required by law.

4. CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

5. ARBITRATION:

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:

A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration

requirement, and the court waives the arbitration requirement on a showing of good cause.

6. FUNDING:

The AVDRS (as defined below) will be funded entirely by a grant provided by the United States Centers for Disease Control. This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of understanding between the Parties concerning the sharing and use of confidential information related to the purposes of this Agreement. Expenditures by each Party are subject to that Party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective Parties.

7. INDEMNIFICATION:

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, authorized volunteers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, authorized volunteers, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

8. PURPOSE:

This Agreement establishes the basis for the City to share with ASU's Center for Violence Prevention and Community Safety (hereinafter "Center") police report information on incidents leading to violent deaths occurring within the jurisdiction of the Scottsdale Police Department. This data will be used for the purpose of contributing to the Center's Arizona Violent Death Reporting System ("AVDRS") by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report 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.

9. SCOPE OF WORK:

A. City agrees to provide or continue to provide the Center with the following:

1) Police report data related to incident narrative, person type (victim/suspect), suspect names only, age but not dates of birth, sex, race, ethnicity, when and where (injury/death), additional person descriptors, wounds, associated circumstances, victim suspect relationship, history of victim abuse, suspect was victim caretaker, firearm descriptors, poison details, weapon used by/on person and any other available person descriptors excluding social security numbers, driver's license numbers or any other identifier that the City in its sole discretion decides not to release for individuals residing within or events occurring within Arizona.

- i. The above noted data will be made available to the Center from January 1, 2008 and forward.
- ii. The above noted data will be made available to the Center on a monthly basis.

2) Supplemental homicide report data related to person type (victim/suspect), suspect names only, age but not dates of birth, sex, race, ethnicity, additional person descriptors, associated circumstances, weapon used by/on person, and any other available person descriptors excluding social security numbers, driver's license numbers or any other identifier that the City in its sole discretion decides not to release for individuals residing within or events occurring within Arizona.

- i. The above noted data will be made available to the Center from January 1, 2008 and forward.
- ii. The above noted data will be made available to the Center on a monthly basis.

3) No information as described above shall be provided to Center until an investigation is concluded. The City also reserves the right to withhold a report or portions of a report based on the Carlson balancing test or when required by law.

4) The contract administrator for the City shall be Commander Tom Henny or his designee or successor and the contract Administrator for ASU shall be David Choate.

B. The Center agrees to provide or continue to provide the City through its Police Department with:

1) A description of the security measures that are in place to maintain the confidentiality of the data being received. These measures at a minimum should follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the ADHS.

2) Analytical support for matters related to data collected as part of the Arizona Violent Death Reporting System. The scope, nature, and frequency of the support will be mutually agreed upon by both Parties in writing after funding has been secured.

C. Confidential information:

1) The Parties agree to provide information following a mutually agreeable format. The information shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.

2) The Center will not use, or disclose to any third party, information of City in any manner whatsoever except as permitted under this Agreement, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same for three (3) years after the termination of this Agreement; provided that the Center's obligations hereunder shall not apply to information

that was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

- i. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
- ii. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- iii. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
- iv. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that information necessary to comply with said ORDER.

D. The Parties agree to:

1) Carefully restrict use of and access to information to those designated by the Center. Data provided by City is for the use of the AVDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes.

2) Prohibit identifying information about a person that was supplied under the terms of this Agreement from being released to anyone not working on AVDRS data collection, or the development of the AVDRS.

3) Require all officers, agents and employees to keep all such shared information strictly confidential. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

4) Nothing contained herein shall be construed to conflict with a Party's obligations under Arizona Public Records Laws.

10. COMPLIANCE WITH E-VERIFY:

A To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

11. NOTICES, CORRESPONDANCE, AND REPORTS:

Notices, correspondence, and reports shall be sent to:

If to ASU

Before Contract Signature	After Contract Signature
Heather C. Clark P.O. Box 876011 Tempe, AZ 85287-6011	Awards Management P.O. Box 876011 Tempe, AZ 85287-6011
Phone: 480-965-1427	Phone: 480-727-6321
Facsimile: 480-965-2455	Facsimile: 480-965-2455
E-mail: heather.christina.clark@asu.edu	E-mail: asu.awards@asu.edu

cc: Charles M. Katz
Dept. Center for Violence Prevention
Phone: 602-496-1471
Fax: 602-496-2366
E-Mail: charles.katz@asu.edu

If to City:

Alan Rodbell
Chief of Police
City of Scottsdale
8401 East Indian School Road
Scottsdale, AZ 85251

Phone: (480)312-1900
Fax: (480)312-1969

With a copy to:

Luis Santaella
Senior Assistant City Attorney
City of Scottsdale
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

Phone: (480)312-2405
Fax: (480)312-2548

12. NONDISCRIMINATION:

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

13. SIGNATURE APPROVALS:

IN WITNESS WHEREOF, the Parties named below have executed this Agreement on:

FOR THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

Heather C. Clark
Associate Director, Research Administration

Date: _____

FOR THE CITY OF SCOTTSDALE, an Arizona municipal corporation

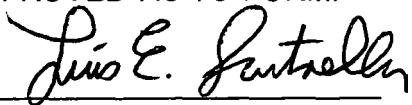
W.J. "Jim" Lane
Mayor

Date: _____

ATTEST:

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:



Bruce Washburn City Attorney

By: Luis E. Santaella
Senior Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

City of Scottsdale

By: 

Bruce Washburn City Attorney

By: Luis E. Santaella
Senior Assistant City Attorney

ASU Office of General Counsel

By: _____

Name: Benjamin W. Larson

Title: Associate General Counsel

Date: _____