

INTERGOVERNMENTAL AGREEMENT COST REIMBURSABLE

ASU Reference No. FP33945/SPA5158

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between:

The City of Mesa, a municipal corporation ("Sponsor"), and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), an institution of higher learning established by the laws of the State of Arizona, having a place of business at Centerpoint Suite 204, 660 S. Mill Ave., Tempe, AZ 85281. Sponsor and ASU may be individually referred to in this Agreement as "Party" or collectively as "Parties."

WHEREAS, Sponsor desires to fund research to be performed by ASU, as described in the scope of work attached hereto and incorporated herein as **Exhibit A** (the "Project"), and ASU desires to conduct such work. The Project contemplated by this Agreement is of mutual interest to Sponsor and ASU and furthers the educational, scholarship and research objectives of ASU.

WHEREAS, the Parties are authorized to enter into this Agreement with one another pursuant to Arizona Revised Statutes ("A.R.S."). § 11-952 and other statutes.

WHEREAS, The Arizona Board of Regents (ABOR) is authorized to enter into agreements by the Arizona legislature (A.R.S. § 15-1625.B).

NOW, THEREFORE, in reliance on the commitments and obligations set forth herein, and with the intention of being legally bound hereby, the Parties agree as follows:

EFFECTIVE DATE. This Agreement will be effective as of the date of the last signature below.

SCOPE OF WORK. ASU will use reasonable efforts to perform the services and deliver any reports or other items specified in **Exhibit A** ("Work").

KEY PERSONNEL. ASU will provide Dr. Charles Katz as Principal Investigator ("PI") for the work contemplated and performed under this Agreement. Additionally, ASU will provide two (2) personnel as Crime Analysts (each, a "CA") for work contemplated and performed under this Agreement.

PERIOD OF PERFORMANCE. This Agreement will begin on September 1, 2022 and will terminate on August 30, 2023. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

COMPENSATION. Compensation will be on a cost reimbursable basis. Sponsor will reimburse ASU in an amount not to exceed \$217,228 for ASU's Work hereunder. Sponsor will remit not less than twenty five (25%) of the total contract price upon execution by both Parties of this Agreement, which ASU may hold as a reserve. Sponsor acknowledges and agrees that ASU is not obligated to commence Work until ASU has received this initial payment ("Advance") in the amount of \$54,307. The balance of the contract price due

under this Agreement will be paid upon receipt of invoices from ASU issued monthly for the duration of the period of performance up to the contract value less the reserve. Invoices are due and payable within 30 days.

ASU reserves the right to subject invoices not paid within thirty (30) days of the invoice date to a 1% per month late fee on the unpaid balance for any amounts not in dispute. ASU reserves the right to discontinue the Work if Sponsor fails to make payments within 30 days of receipt of invoice.

In the event of non-payment, ASU may terminate all further Work on the Project and seek full payment from the Sponsor for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this Agreement including the collection of payment.

If it becomes necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, the Sponsor will pay the attorneys' fees and the costs of collection incurred by ASU.

ASU invoices will be submitted to Sponsor at the address set forth in the Notices provision.

Questions regarding payment will be directed to the person who issued the invoice or to cashmanagement@asu.edu.

ASU remittance address and wire transmittal information will be presented on invoices. To ensure prompt processing ASU requests remittances reference "Sponsor Award Number" and "Principal Investigator" as identified on invoice.

CONFIDENTIAL INFORMATION. Any information exchanged between the Parties 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.

ASU will not use, or disclose to any third party, information obtained from Sponsor through this Agreement 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 information in strict confidence; provided that Parties' obligations hereunder shall not apply to information that (1) was already known to the receiving Party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or (2) 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 (3) is received without any obligation of confidentiality from a third party having a legal right to disclose the same; (4) is independently developed by the receiving Party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or (5) 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.

PUBLICATIONS. Sponsor recognizes that under ASU policy the results of work performed under this Agreement must be publishable and agrees that ASU and its employees and students engaged in work under this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Copies of proposed manuscripts and presentation materials will be furnished to Sponsor for review prior to publication or presentation. If Sponsor identifies any confidential information, as described in the section above labeled Confidential Information, in the proposed publication or presentation materials, ASU will remove such confidential information prior to publication or presentation. In no event will ASU delay publication or the presentation for more than thirty (30) days from date of submittal of the manuscript or presentation materials for Sponsor review.

NOTICES. All official notices, by either Party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), email with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the Parties may specify in the same manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Addresses are as follows:

For ASU: Office for Research & Sponsored Projects Administration
Arizona State University
USPS address: PO Box 876011, Tempe, AZ 85287-6011
Courier address: Centerpoint, Suite 204, 660 S. Mill Ave., Tempe, AZ 85281
Email: asu.awards@asu.edu
Email cc: ASU Principal Investigator charles.katz@asu.edu

For Sponsor:
Spencer Houk
130 N. Robson
Mesa, AZ 85201
Spencer.houk@mesaaz.gov
CC: Patrick.Phelps@mesaaz.gov

For ASU invoice transmittal to Sponsor financial contact:
Patricia VanDerMallie
130 N Robson
Mesa, AZ 85201
Patricia.VanDerMallie@MesaAZ.gov

Beth Thuringer
130 N Robson
Mesa, AZ 85201
Beth.Thuringer@mesaaz.gov

ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and supersedes any other agreement or understanding between the parties. No amendment

or modification to this Agreement will be valid or binding upon the Parties unless made in writing and signed by each Party. This Agreement may be executed in counterparts, each of which will be deemed an original. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement will remain in full force and effect and will be binding upon the Parties. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

WAIVERS. No waiver of this Agreement will be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

ASSIGNMENT. Neither Party may transfer or assign this Agreement or any of its rights or obligations hereunder, directly or indirectly, or by operation of law, without the other Party's prior written consent, and any attempt to the contrary will be void.

GOVERNING LAW AND VENUE. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each Party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

FAILURE OF LEGISLATURE TO APPROPRIATE. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Sponsor and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

CONFLICT OF INTEREST. If within three (3) years after the execution of this Agreement, Sponsor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

INDEPENDENT CONTRACTOR. ASU is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU employees will not be considered employees of Sponsor, and neither ASU nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible to participate in any benefits or privileges given or extended by the other Party to its employees.

TERMINATION. Either Party may at any time terminate this Agreement by giving the other Party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor will remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments will include employment commitments to ASU personnel through the end of the semester following any such termination by Sponsor. Notwithstanding payment for all work performed through the date of termination and for reimbursement to ASU of all non-

cancelable commitments incurred in the conduct of the research, any unused funds from the Advance will be returned. In the event ASU terminates this Agreement any unused funds from the Advance will be returned.

DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. The Parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.

INDEMNIFICATION. Each Party (as 'indemnitor') agrees to indemnify and hold harmless the other Party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or authorized volunteers.

INSURANCE. ASU maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Arizona Risk Management Plan.

NONDISCRIMINATION. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

ADVERTISING, PUBLICITY, NAMES AND MARKS. The Parties will not do any of the following, without, in each case, each Party's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of a Party (ASU Marks or City of Mesa or Mesa Police Department Marks) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement, except for documents used for internal consumption by a Party; or (iii) represent or imply any endorsement or support of any product or service on the part of the other Party in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

Force Majeure. With the exception of a Party's payment obligations, no liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the Party affected, including, but not

limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a Party's operations, or any other or similar cause beyond that Party's reasonable control.


The Party which is so prevented from performing shall give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either Party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

FEDERAL DISCLOSURE REQUIREMENTS. Sponsor acknowledges and agrees that: (1) federal agencies that provide funding for research may require disclosure of contracts pursuant to Section 223 of the National Defense Authorization Act (NDAA), Section 117 of the Higher Education Act of 1965, as amended (HEA), and National Security Presidential Memorandum 33 (NSPM-33) (collectively, "Federal Disclosure Requirements"); and (2) nothing in this Agreement shall prevent ASU from disclosing the Agreement to federal agencies pursuant to the Federal Disclosure Requirements.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**ARIZONA BOARD OF REGENTS,
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

By: 

Name: Jessica Robins

Title: Assistant Director, Research Advancement

Date: 09/02/2022

CITY OF MESA

By: *Christopher J. Brady*

Name: Christopher J. Brady

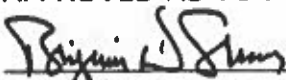
Title: City Manager

Date: 9/12/22

IGA DETERMINATION – ASU

This IGA, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who has determined that it is in the proper form and is within the power and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Legal Counsel for Arizona State University.

APPROVED AS TO FORM:

 9.1.2022
Office of General Counsel for Arizona State University

IGA DETERMINATION – SPONSOR

This IGA, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who has determined that it is in the proper form and is within the power and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Sponsor's Attorney.

APPROVED AS TO FORM:

Geoffrey Balon 9/7/22
Geoffrey A. Balon, Police Legal Advisor

EXHIBIT A

Scope of Work and Budget

BACKGROUND

The Center for Violence Prevention and Community Safety at Arizona State University ("ASU") will develop a crime analysis technical assistance and training program for delivery to officers and staff in the Mesa Police Department ("MPD"). ASU will embed two crime analysts within the MPD to enhance organizational capacity to use applied crime analysis to generate, analyze, and report data to inform police operations, decision-making, and policy development. The project is intended to enhance crime analysis capacity through increased staffing immediately and expose staff to more advanced crime analysis concepts and methods and build staff skills that will enable them to formulate and address problems of interest to their agency/organization.

A focus of the Project will be to enhance MPD's capacity to perform administrative, strategic, and tactical crime analysis. Emphasis will be placed on analysis, scanning their respective environments (internal and external) for problems, issues, and trends, and to use data analysis to gain a deeper understanding of these problems, issues, and trends for use by police leaders and policymakers to respond to crime. An additional focus will be using applied research methods to evaluate agency/organizational performance and the impact of agency practices and policies on justice and security outcomes and assessing the completeness of their agency's data.

The above goals will be realized through the achievement of three objectives:

Objective 1: Enhance Analytical Capacity.

ASU will hire two entry-level crime analysts with advanced crime analysis training and embed them in the Mesa Police Department to work an average of 32 hours a week. The analysts will serve as an analytical resource to support the MPD's focus on data-driven responses to crime and violence and support a system-wide approach to justice issues. The analysts will be responsible for: 1) building the analytical infrastructure required to conduct citywide analysis and problem-solving and 2) conducting research and engaging in analytical work relevant to data-driven policing and policy. These individuals will have dual reports: A professor at ASU and a designated supervisor of policy making rank (i.e., sworn or civilian) from the Mesa Police Department.

The ASU crime analysts will primarily be focused on tactical, strategic, and administrative crime analysis. Tactical crime analysis will focus on repeat incidents and tactical data collection, pattern identification processes, identifying meaningful and useful patterns, and describing and disseminating known patterns. Strategic crime analysis will focus on long-term trends, which will be used to develop strategic plans to address particular problems. Administrative crime analysis will focus on providing summary statistics and data to police managers for them to better understand crime problems affecting their community.

Objective 2: Diagnosing Crime and Capacity to Respond to Crime Problems.

Following the placement of the analysts, they will conduct scanning and analysis of specific crime-related problems in Mesa. ASU crime analysts will begin by identifying possible recurring problems in the city (i.e., scanning phase). The problems identified using this model are not to be isolated incidents having no connection with one another but instead are to be problems that manifest as a collection of related incidents that share one (or more) underlying cause. Following the scanning process, analysts will analyze information about the problem selected for attention in an attempt to identify its scope, nature, and cause (i.e., analysis phase). This will lead the analysts to focus on three characteristics of the identified problem: actors (victims, offenders, third parties), incidents (physical setting, social context, sequence of events), and past responses (by the police, prosecutors, courts, corrections agencies, and other government and non-government organizations).

ASU will work with the MPD to develop brief and easy-to-understand analytic reports that detail the scope and nature of the identified problems. The reports will be provided to managers and executives to select those problems for possible response and intervention to educate them on the benefits of analysis and problem solving in the city.

Objective 3: Technical Assistance and Training.

In addition to the above, ASU proposes to provide three types of technical assistance and training, which will be conducted in collaboration with MPD.

- a. ASU will provide a minimum of two crime analysis training sessions per year for police managers and executives. These sessions will provide police leaders with information about the role and responsibilities of crime analysts, including appropriate expectations for crime analysis products.
- b. ASU will provide in-house peer-to-peer crime analysis training (up to) once a month for one hour for current crime analysts. The ASU crime analysts will lead these training sessions in an informal setting, such as a brown bag lunch. Topics will be determined in cooperation with MPD crime analysts, ASU crime analysts, and ASU professors.
- c. Following the identification and selection of problems identified by ASU analysts (see objective 2), ASU professors will review crime analysis work products and propose evidence-based responses to each problem. Proposed responses will often emphasize the use of alternative solutions and incorporate key stakeholders' assistance. Technical assistance provided by ASU will emphasize that responses need to go beyond conventional approaches, using well-considered strategies and tactics that could impact the conditions that generate the problem, rather than merely treating its symptoms.

ROLES AND RESPONSIBILITIES

ASU professors will be responsible for administering the Project, supervising the Project and any employees of ASU, and providing the training and technical assistance under the Project.

ASU Crime Analysts-Two graduate level students or the equivalent would be hired by ASU pending a background check by Mesa Police Department. Each analyst would be responsible for working an average of 32 hours per week at a location determined by MPD. MPD would be responsible for computer and software for each analyst. The ASU crime analyst would be expected to remain in this position for no less than one year.