

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered by and between the Tucson, Arizona Police Department (TPD) and Police Foundation d/b/a National Policing Institute (the “Institute”).

I. Purpose

The purpose of this MOU is to describe the mutual goals and responsibilities regarding a collaborative agreement between the TPD and the Institute to engage in mutually beneficial research, evaluation, and dissemination of activities aimed at reducing violent crime in the city of Tucson.

II. Background

While the development and examination of strategies to reduce group/gang violence have generated extensive evidence regarding effective policies and practice, the persistence of violence in some jurisdictions suggests the limitations of existing strategies, and the need for continued investment in the development and evaluation of innovative approaches. Place Network Investigations (PNI) is a promising citywide strategy focused on micro-hotspot locations to achieve long-term violence reductions. Grounded in evidence that persistent crime patterns and violent hotspots are visible indicators of underlying crime place networks (i.e., specific locations used to conduct illegal operations/activities), problematic locations are identified, investigated, and targeted by police and other city officials to dismantle the networks operating in those locations. Notably, eradicating deeply entrenched crime place networks has been observed to produce sustained violence reductions, facilitating community re-development and long-term economic growth.

While initial implementations have demonstrated violence reductions, additional implementation and high-quality evaluations are needed to further expand and integrate PNI within the existing portfolio of evidence-based violence reduction strategies. With the goal of significantly reducing gang violence in targeted locations, police and city officials from selected sites will join their counterparts from other jurisdictions in peer-to-peer exchange opportunities facilitated by the research team.

III. Mutual Goals

Both TPD and the Institute desire to enter into a collaborative partnership to implement empirically supported interventions aimed at reducing gun and gang violence, evaluate the strategy and interventions, and disseminate scientific evaluation findings of the PNI violence reduction strategy.

The Institute's team evaluates policing practices to identify those that are effective, equitable, and efficient. The Institute's goal is to develop evidence-based policies and practices that are focused on addressing critical policing issues, develop data collection and training materials for agencies, and to provide a path for law enforcement and researchers to work together on evidence-based research studies that will drive future practices and policies. Both parties desire to enhance the field of policing through a better understanding of the impacts of this new PNI violence reduction initiative. In furtherance of these goals, both parties agree to make every reasonable effort to fulfill the responsibilities outlined below in section IV.

IV. Parties' Roles and Responsibilities

TPD will:

- work with the Institute to design strategies to address gun/gang violence reduction, implement the strategies to the extent possible, with fidelity to the agreed-upon methodology
- identify resources available to implement the agreed-upon strategies
- develop an internal plan or designate a person responsible for communication between TPD and the Institute regarding project implementation and progress
- provide Institute researchers and staff with timely access to appropriate crime data and reports as outlined in the data-sharing MOU
- provide Institute researchers and staff reasonable access to agreed-upon TPD facilities, staff, technology, and office space
- consider Institute recommendations regarding the improvement of data collection and reporting
- facilitate and identify contacts in the TPD network who can support the project and facilitate efficient and effective communication between the Institute and TPD
- adhere to the applicable legal requirements and TPD policies and procedures throughout their participation in the TPD and the Institute partnership
- develop a community/media communication plan for the dissemination of reports and findings
- secure city/county government leadership commitment to establish, staff, and oversee a project review board; board members must meet regularly with TPD personnel to review investigative findings and possess the capacity to allocate city/county department resources to address harmful conditions and dynamics.

The Institute will

- work collaboratively with TPD to assist in identifying key issues for which the Institute and TPD can design strategies to reduce gun/gang violence using the PNI framework
- designate an Institute point of contact (POC) to serve as liaison with TPD

- provide technical assistance and training as needed to assist TPD with PNI strategy implementation
- advise TPD on the interpretation, analysis, and policy implications of crime patterns and trends as needed
- provide computer hardware and software to enable the Institute to analyze data in a manner that is empirically appropriate and meets the needs of TPD
- conduct an impact assessment on crime outcomes by measuring changes in crime at persistent violent locations and violent offender activities at locations; assess crime outcomes in the hotspot targeted areas, and conduct an assessment on the change in overall shootings, homicides, and gang/group specific homicides; and conduct and assess the impact of the randomized controlled trial of treatment for individuals
- provide quarterly updates and a final project report
- strictly adhere to the data-sharing MOU on confidentiality and privacy of data
- make every effort consistent with accepted standards of scholarly and academic conduct to be sensitive to the practical and political vulnerabilities of TPD and further the goals stated above in Section III
- adhere to all applicable institutional policies and procedures throughout their participation in the TPD and the Institute partnership
- in concert with TPD, disseminate descriptions of the TPD violence reduction model, implementation process, and evaluation findings to both the practitioner and academic fields through various publications, presentations, and seminars

V. Data Collection and Confidentiality

This research requires access to data related to the project (see Data Use Agreement). Both parties agree that confidentiality is an important concern for law enforcement agencies. As outlined in the Data Use Agreement, the Institute assures TPD that any data sharing will comply with the Data Use Agreement. The Institute further understands the associated risks in disclosure of confidential information. The Institute will ensure all appropriate steps are taken to obtain any and all needed Institutional Review Board (IRB) approval at the Institute for any research project involving TPD. The goal is an active exchange of knowledge and information through the collaborative efforts of both parties.

VI. Voluntary Disassociation

This MOU is a nonbinding agreement that both parties have entered into in good faith. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing. Written notice shall be sent sixty (60) days prior to the disassociation.

VII. Term and Amendment

This Memorandum is effective as of the later of the date last signed by the Parties below or the effective date of the separate agreement (the “Funding Agreement”) between the

Institute and the Laura and John Arnold Foundation (the "Foundation") to provide the funding necessary for this Project to be carried out and will remain in effect until the end date of the Funding Agreement. Should the Funding Agreement not be reached between the Institute and the Foundation to provide funding for this Project by June 30, 2023, this Memorandum will become null and void. Both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party. This Memorandum may be extended by common written consent of both parties. This Memorandum represents the entire understanding of both parties with respect to this partnership. Any modification of this Memorandum must be in writing and signed by the parties.

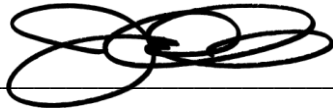
IN WITNESS WHEREOF duly authorized representatives of the parties have agreed to the understanding of responsibilities set forth above.

SIGNED:

Kevin Hall

Assistant Chief of Police

Tucson Police Department



James H. Burch, II

President

National Policing Institute

Date

____11/09/2022____

Date

DATA USE AGREEMENT

This Data Use Agreement (the “Agreement”), effective as of the date last signed by a party below (“Effective Date”), is entered into by and between the **Police Foundation d/b/a National Policing Institute**, a nonprofit corporation organized under laws of the District of Columbia (the “Institute” or “Recipient”) and the City of Tucson, Arizona on behalf of the **Tucson Police Department** (“TPD” or “Holder”); and

WHEREAS, the TPD desires to provide the Institute with the information necessary, as more specifically described herein (the “Data”).

NOW THEREFORE, the parties agree as follows:

1. Data. “Data” includes certain incident data in the TPD’s possession covering the period from January 1, 2015 to September 1, 2020 and continuing through Dec 31, 2023, provided such access is allowable by local, state, and federal laws. Data that are exempted from release to third parties by such laws shall not be included. TPD may provide the Institute access to the Data throughout the term of this Agreement. Data may include:

- (a) calls for service;
- (b) crime incident reports;
- (c) narrative data regarding crime incidents and victims;
- (d) arrest data;
- (e) offense and field interview (“FI”) data; and
- (f) violent group/gang data
- (g) police activity.

2. For the Data listed above, TPD, at its discretion, will include the following information if not deemed privileged and/or exempt from disclosure to third parties in accordance with applicable laws.

- (a) unique ID fields that links data to other suspect databases (if available);
- (b) crime incident reports shall include gender, race, first and last name, date of birth, and age of victims, ID field that connects incidents with arrest and booking sheet, and incident related fields such as crime type or offense code, location of occurrence, arrest(s) made, and officer narrative;
- (c) FI reports shall include gender, race, skin, unique ID field that links to other suspect databases (if available), first and last name, date of birth, age, location, and stop description or narrative;
- (d) arrests reports, and
- (e) any other relevant data as identified by the TPD and the Institute research team

3. Permitted Uses and Disclosure. The Institute acknowledges the incident and employee data used for these purposes is owned by the TPD and is only to be used by the Institute for the specific purposes described herein and in compliance with provisions of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 applicable to the collection, use, and revelation of identifiable research and statistical information. Any use of, disclosure or sharing of the data outside of the Institute or with anyone other than TPD is not permitted without the *PRIOR* express written permission of

the TPD's Chief or his/her designate and any disclosure must not violate any federal, state or local laws regarding privacy and disclosure of medical and drug treatment information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and ORC §§ 3701.243, 5119.28, and 5122.31. the Institute shall use the Data only for the purposes described herein and in compliance with provisions 34 U.S.C. § 10231 and 28 C.F.R. Part 22 applicable to the collection, use, and revelation of identifiable research and statistical information. Prior to disclosing approved Data to any third party or in any approved reports or analysis created by using the Data, the Institute shall ensure that identifiable information (such as names, birth dates, and addresses) and information that is privileged and/or exempt from disclosure to third parties in accordance with local, state or federal law is removed.

To ensure the safety of the Data, the Institute's Box Account will be used. Administrative data will be transferred via a secure method agreed to by TPD and the Institute. At rest, all data will be encrypted using CJIS Compliant, NSA Suite B 256-bit AES encryption. The dataset will be accessible only by the project's Principal Investigator and other project team members as needed. Box.com logs all access, and access logs will be periodically reviewed for compliance. The use of statistical software for data analysis will require the datasets be stored locally on a computer (on a temporary basis). The Institute's computers are password protected and run anti-virus and anti-malware software. The Institute's policy requires that datasets be backed up on a regular basis. The Institute shall ensure its Box Account is compliant with basic Institutional Review Board ("IRB") standards for human subject research. The Institute shall ensure that its employees having access to the Data are trained on the IRB standards and any other relevant state and federal requirements. All Institute employees with access to the Data will be properly trained and certified by the Institute's IRB for the protection of human subjects and general research ethics. Data shall not be stored on non-encrypted laptops, flash drives, or any other type of data storage that could potentially be lost or stolen. Within one year of the conclusion of research conducted for the Institute, Data containing unique identifiers will be deleted from the Institute's Box Account. Notwithstanding the foregoing or anything herein to the contrary, the Institute shall not be required to maintain the confidentiality of any information if the disclosure of such information is required by any applicable federal or state law governing the Institute. In the event of receipt of a public records request for any Data shared by TPD, the Institute shall immediately notify TPD of receipt of the request and its intent to release records to the requestor. TPD shall have no less than ten (10) business days to respond to the Institute by either accommodating the requestor or pursuing legal remedies to stop the Institute's release of the requested information. The TPD shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

Upon completion of the project or expiration and/or termination of this Agreement by either party, any and all information provided to the Institute by the TPD is to be destroyed by the Institute or is to be returned to the TPD. The permitted use, disclosure, and duty to return or destroy information shall survive the termination and/or expiration of this Agreement.

5. Term and Termination. This Agreement is effective as of the later of the date last signed by the Parties below or the effective date of the separate agreement (the "Funding Agreement") between the Institute and the Laura and John Arnold Foundation (the "Foundation") to provide

the funding necessary for this Project to be carried out and will remain in effect until the end date of the Funding Agreement. Should the Funding Agreement not be reached between the Institute and the Foundation to provide funding for this Project by June 30, 2023, this Agreement will become null and void. Once effective, either party may terminate this agreement at any time, for any reason, upon 60 days' prior written notice to the other party. Upon termination of this Agreement, or at any time during the term of this Agreement, at the request of TPD, the Institute shall either return or destroy all Data it has received from TPD, and shall not use the Data for any purpose beyond the termination date.

6. Notices. Any notice required to be given under this Agreement must be in writing, with any applicable postage and delivery charged pre-paid, and may be sent by email, hand delivery, overnight mail service, first-class mail, or certified mail with return receipt requested, to a party at the addresses set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices under this Agreement are deemed to have been given, and are effective upon, actual receipt by the other party or, if mailed, upon the earlier of the fifth day after mailing or actual receipt by the other party.

If to TPD:

Chad Kasmar, Chief of Police
Tucson Police Department
270 South Stone Ave.
Tucson, AZ 85701
chad.kasmar@tucsonaz.gov

If to the Institute:

James H. Burch, II
President
National Policing Institute
2550 S. Clark St. Ste 1130
Arlington, VA 22202

7. Relationship of the Parties. This Agreement does not create a joint venture or partnership between the parties. The Institute is an independent contractor. Each party has all ownership, rights and title to any of its unique information that it provides or discloses in connection with the administration of this Agreement or in connection with any transaction under this Agreement.

8. Mutual Responsibilities. Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.

9. Advertisement. Neither party shall advertise the fact that it has contracted with the other party or appropriate or make sure of the other party's name or registered marks, logos, or property without the prior consent of such party.

10. Assignment. Neither party may assign this Agreement to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld, conditioned, or delayed.

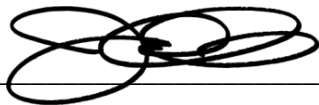
11. Third-Party Beneficiaries. The parties acknowledge and agree that individuals who are subject of the Data are not intended to be third-party beneficiaries of this Agreement.

12. Signature: Entire Agreement. This agreement may be executed in more or more counterparts, each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement. The parties agree that this Agreement may be executed and transmitted by facsimile or electronically and a facsimile or signed electronic copy shall be enforceable as the original. This Agreement, including attachments hereto, and any subsequent addenda, contains the entire agreement between the Institute and TPD. This Agreement may be modified or extended only by written agreement signed by both parties. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

13. Choice of Law. This Agreement shall be governed and interpreted by the Laws of a competent jurisdiction.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives to be effective as of the Effective Date.

**Police Foundation d/b/a
National Policing Institute**



By
James H. Burch, II
President
National Policing Institute

____ 11/09/2022 ____
Date

City of Tucson, Arizona

By
Kevin Hall
Assistant Chief of Police
Tucson Police Department

Date