

DPS Contract # 2011-096

Intergovernmental Agreement between

The State of Arizona through its Department of Public Safety and the City of Glendale

This Intergovernmental Agreement "Agreement" is entered into this 28th day of June, 2011, by and between the City of Glendale, an Arizona municipal corporation, acting through the Glendale Police Department, hereinafter referred to as the "City" and the State of Arizona through its Department of Public Safety, hereinafter referred to as "AZDPS". AZDPS and City are referred to herein individually as "Party" and collectively as "Parties". AZDPS and the City hereby agree:

- A. Shared Vision. AZDPS and the City hereby commit to improve response to victims Cold Case Homicide and Sexual Assaults through the processing of Cold Case DNA samples and entering DNA profiles into the Combined DNA Index System (CODIS).
- B. Purpose. The purpose of this Agreement is to prioritize the processing of DNA evidence in Cold Cases, which may be solved by DNA analysis without negatively impacting the processing of current case evidence. Through the National Institute of Justice (NIJ) grant award for solving cold cases (award number 2010-DN-BX-K132), the City has received funds which can be used to partner with AZDPS to review and prioritize cold cases, assessing the availability of evidence for DNA analysis and ultimately conducting DNA analysis at the AZDPS Crime Laboratory. This Agreement is to provide reimbursement of overtime associated with processing of evidence related to Glendale Police Department Homicide and Sexual Assault Cold Cases.
- C. AZDPS Responsibilities. AZDPS will assign a Criminalist(s) to coordinate cold case evidence processing with the City Cold Case Manager and a Police Department Supervisor. After cases that have the possibility of being solved through DNA evidence are identified, AZDPS will assign a Criminalist(s) to conduct the scientific processing of evidence to locate and obtain a DNA profile on an overtime basis. AZDPS agrees to furnish the City with a monthly invoice documenting the actual overtime payroll costs of the Criminalist(s) for specified Sexual Assault and Homicide Cold Cases eligible to be worked under the grant.

For the purposes of worker's compensation coverage and benefits, all employees covered by this Agreement shall be deemed to be an employee of AZDPS and AZDPS shall be solely liable for payment of worker's compensation benefits.

- D. The City Responsibilities. The City will reimburse AZDPS for the actual overtime payroll costs of the Criminalist processing cold case evidence on an overtime basis through NIJ grant funds. The City will reimburse AZDPS up to \$18,000 for the actual overtime.
- E. Term. This agreement shall terminate upon the termination of the grant or March 31, 2012, whichever comes first.
- F. Status of Relationship. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by either Party to accomplish the goal of this

Agreement is an employee of the other Party and no rights under City civil service, retirement, or personnel rules accrue to such person.

- G. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Pursuant to A.R.S. § 11-952, both Parties acknowledge that neither Party is relieved of any obligation or responsibility imposed upon it by law.
- I. Non-Discrimination. The Parties to this Agreement shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- J. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
- K. Liability. Each Party (as "indemnitor") agrees to indemnify defend and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's 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 indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- L. Books and Records. Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by the other Party at reasonable times. Upon request, the Parties shall produce the original of any or all such records.
- M. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.
- N. Foreign Prohibitions. Both Parties certify under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that they do not have, and during the term of this Agreement will not have,

"scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

- O. Conflict of Interest. The requirements of A.R.S. § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is at any time while this Agreement or any extension is in effect, an employee or agent of the other Party with respect to the subject matter of this Agreement.
- P. Disputes. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by Supreme Court Administrative Policy 7.04 and A.R.S. § 12-1518, except as may be required by other applicable statutes.
- Q. Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to AZDPS:
Robert C. Halliday, Director
State of Arizona, AZDPS Crime Laboratory
2102 West Encanto Boulevard
Phoenix, AZ 85018

If to City:
Steve Conrad, Police Chief
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301

With a copy to:
Glendale City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

AZDPS:



Robert C. Halliday, Director

APPROVED AS TO FORM:



Assistant Attorney General

City:

CITY OF GLENDALE, an Arizona
municipal corporation



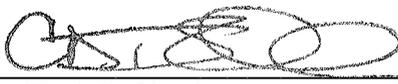
Ed Beasley, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney