

CITY CLERK ORIGINAL

C-8240
11/27/2012

**AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF GAMING,
AND
THE CITY OF GLENDALE
FOR
EQUITABLE SHARING FROM ASSET SEIZURE AND FORFEITURE**

The Agreement is entered into by the Arizona Department of Gaming and the City of Glendale, an Arizona municipal corporation, for the purpose of equitable sharing from asset seizure and forfeiture by the participating agencies pursuant to a joint operation/task force.

1. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by all parties and expires on the date of final disposition of the case and distribution of the assets.

2. AUTHORITY

This agreement is established pursuant to the provisions of A.R.S. Title 13, Chapter 39, Forfeiture, Sections 4301 – 4315, which provides for that equitable sharing can only occur after State forfeiture has been completed, the State has taken clear title to the property, and a final sharing decision has been made by the appropriate agency officials.

3. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of the agencies criminal investigation, for equitable sharing from asset seizure and forfeiture pursuant to the State or Local law Enforcement Agencies.

4. NAME OF JOINT OPERATION/TASK FORCE

This is a joint investigation by the Arizona Department of Gaming and the City of Glendale Police Department regarding an illegal gaming operation occurring within the City of Glendale, Arizona.

5. CONDITIONS AND PROCEDURES

A. Assignment of Police Officers

To the maximum extent possible, the Arizona Department of Gaming and the City of Glendale Police Department shall assign dedicated officers to the joint operation/task force to achieve goals and objectives and to ensure public and officer safety during this operation.

B. Request for Equitable Sharing

1. The participating agencies may request an equitable share of forfeited property, or the net proceeds of forfeited property from the direct or indirect participation of an investigation, or prosecution resulting in a State forfeiture by the participating agencies joint operational efforts.
2. Equitable sharing is based upon net proceeds of the forfeiture. Net proceeds are defined as the gross receipts from forfeiture or sale of the forfeited property less:
 - a. Payments to Third-party interest.
 - b. Payments for CI case-related expenses.
 - c. Payments to informants as they relate to the seizure/forfeiture.
3. The Parties agree that sharing reflect the degree of direct or indirect participation of the agency in the law enforcement effort that resulted in the forfeiture. Normally the criterion in this determination involves the number of hours expended by the participating agencies expressed as a percentage of the total.
4. There may be circumstances when hours expended on the investigation by the participating agencies do not fully reflect its assistance in the seizure/forfeiture. Additional factors may be considered to justify sharing percentages. Additional justification should be in writing and in sufficient narrative form as an attachment to each participating agency for determination.
5. The Arizona Attorney General's Office will retain 20 percent of the net proceeds in all seizure-related investigations, the remaining 80 percent will be allocated between the Arizona Department of Gaming and the City of Glendale Police Department based upon the criteria outlined in paragraph 3 and 4 of this section.
6. If a seizure consists of a single asset, which is requested by any of the participating agencies, the Arizona Attorney General's Office will recover its costs and its share of the net proceeds as described in paragraph 5 above before the remaining proceeds are distributed to the other participating agencies.
7. The Arizona Department of Gaming will submit the Joint Operation/Task Force Request for Equitable Sharing Form to the Arizona Attorney General's Office specifying the equitable amounts of the remaining 80 percent to be shared among all of the remaining participating agencies involved in the joint operation/task force. Equitable Sharing for this joint operation is as follows: Arizona Department of Gaming 40 percent and the City of Glendale Police Department 40 percent.
8. The participating agencies must be aware of specific limitations imposed upon the use of equitable shared property as set forth in Arizona Revised Statutes, Title 13, Chapter 39.

C. AUDIT

All participating agencies are responsible for tracking and auditing their individual shares of cash, proceeds, or tangible property received from seizure/forfeiture relating to this joint operation/task force.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of the participating Parties. The revisions become effective upon the date of approval.

E. NO-PRIVATE RIGHT CREATED

This is an intergovernmental agreement between the Arizona Department of Gaming and the City of Glendale, and is not intended to confer any right or benefit to any private individual or party.

6. MISCELLANEAOUS

A. TERMINATION

Each party shall have the right to terminate this Agreement in whole or in part without cause effective thirty (30) days after mailing the other party written notice of termination by certified mail, return receipt requested.

B. FAILURE OF APPROPRIATION

Every payment obligation of the Arizona Department of Gaming under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Arizona Department of Gaming or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Arizona Department of Gaming or any other agency of the State of Arizona in the event this provision is exercised, and neither the Arizona Department of Gaming nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

C. MAINTENANCE OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records (collectively "records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records to the other.

D. ARIZONA GOVERNOR'S EXECUTIVE ORDER 2009-9

To the extent applicable, the parties shall comply with Arizona Governor's Executive Order 2009-9, 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.

E. ARBITRATION

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 A.R.S. § 12-1518 except as may be required by other applicable statutes.

F. CHOICE OF LAW

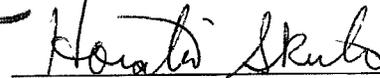
This Agreement shall be construed in accordance the laws of the State of Arizona.

G. PROHIBITION ON BUSINESS WITH SUDAN OR IRAN

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.

ARIZONA DEPARTMENT OF GAMING

CITY OF GLENDALE, an Arizona municipal corporation



Mark Brnovich, Director

Horatio Skeete, Acting City Manager

Date: 17 Oct 12

Date: 11-29-12

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney