# Professional Service Provider Agreement

This Professional Service Provider Agreement ("Agreement"), entered into on February 01, 2013 by and between Rutgers, The State University of New Jersey ("Rutgers") and the City of Glendale, an Arizona municipal corporation ("Service Provider").

**Scope of Services**
Service Provider agrees to perform the services described in Exhibit A, Scope of Work ("Services").

**Payment**
Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers' total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A. Undisputed invoices will be paid within 30 days of receipt of invoice to the Service Provider.

**Term**
The term of this Agreement is from January 01, 2013 to December 31, 2014, unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services.

**Termination**
Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If this Agreement is a subcontract (with Rutgers being the contractor to another party, and Service Provider being Rutgers' subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

Rutgers may terminate this Agreement upon at least 10 days written notice to Service Provider, for Service Provider's breach of this Agreement unless during such notice period, Service Provider fully cures the breach to Rutgers reasonable satisfaction.

Service Provider may terminate this Agreement upon at least 30 days written notice to Rutgers, for Rutgers' failure to pay any undisputed amounts then due, unless during such notice period Rutgers fully cures the breach.

If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

In the event of any termination, or at any time upon Rutgers' request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider's possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers' request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

**Performance of Services**
Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that "time is of the essence" with respect to Service Provider's performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to

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rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Rutgers will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to Rutgers under this Agreement. If Rutgers informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Rutgers for review and approval. Service Provider will not charge Rutgers for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Rutgers may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by Rutgers for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly, notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers' failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

**Indemnification**

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

**Insurance**

Service Provider shall maintain a sufficient self-insured liability fund, as required by Arizona law.

**Ownership Rights**

Service Provider shall disclose promptly to Rutgers all inventions, discoveries, formulas, processes, computer programs, algorithms, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter "Work Product") made, discovered or developed by Service Provider either alone or in conjunction with any other person or entity during the term of this agreement. Service Provider agrees that all Work Product made, discovered, developed, authored, prepared or conceived by Service Provider in connection with the furtherance of this agreement whether alone or in combination with another, whether or not on Rutgers' premises, shall belong solely and exclusively to Rutgers. Service Provider acknowledges that no rights whatsoever in the Work Product are retained by Service Provider including the right to prepare derivative works and that any work of authorship shall be deemed a work made for hire.

Service Provider agrees to and hereby does assign all right, title and interest in and to any Work Product to Rutgers. Rutgers shall have the right to apply for, prosecute, obtain, retain and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the Work Product. Service Provider agrees to cooperate with and provide all reasonable assistance to Rutgers, its designees, assignees or licensees in connection with the foregoing.

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Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Rutgers in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Rutgers in the course of performing the Services.

**Warranties**

Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A. Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Rutgers in accordance with this Agreement.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

**Remedies**

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breaches by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys' fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not to oppose such application and to use its best efforts to join such application.

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**Relationship of the Parties**

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Service Provider, its agents or employees.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

**Confidential Information**

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, stu dents, information technology systems, and financial information and plans ("Rutgers Confidential Information"). Rutgers Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information.

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was kn own to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

Rutgers acknowledges that release of information is subject to A.R.S. 38-121 et seq.

**Use of Name**

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent

**Access to Records**

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time.

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**Conflicts**

This agreement is subject to the conflict provisions set forth in A.R.S. 38-511

**Notices**
All progress reports to be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Purchasing Buyer at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
3 Rutgers Plaza, 2nd Fl.
New Brunswick, NJ 08901
(848) 932-4375
(732) 932-4390 (FAX)

All written notices to be delivered to Service Provider shall be addressed to:

Glendale Police Department
C/O Police Chief
6835 N. 57th Drive
Glendale, AZ 85301
623-930-3059 (phone)

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

Either party may change its addressee or other information by providing written notice thereof to the other party.

**Miscellaneous Terms and Conditions**

Service Provider agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Service Provider or any individual, partnership, firm, corporation, or other entity associated with Service Provider.

Service Provider, during the period of this Agreement, shall not, without prior written consent of Rutgers, enter into any arrangement that will conflict with the task undertaken pursuant to this Agreement.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

This Agreement shall be construed in accordance with the laws of the state of Arizona. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the Arizona Superior Court, Maricopa County or the United States District Court for the District of Arizona, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

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## Professional Service Provider Agreement

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

**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 MOU will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

**Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to Perform Such Services if authorized by Purchasing:**

**SERVICE PROVIDER:**

Horatio Skeete for

Name: Horatio Skeete

Title: Acting City Manager

Date: 4-12-13

Approved as to form

City Attorney

**ATTEST:**

City Clerk

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**Acknowledgment of Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:**

**PROJECT DIRECTOR:**

Name: Leslie Kennedy, Ph.D.

Title: Faculty, Rutgers School of Criminal Justice

Date: February 01, 2013

**DEAN, VICE PRESIDENT, OR DIRECTOR:**

Name: Todd Clear, Ph.D.

Title: Dean, Rutgers School of Criminal Justice

Date: February 01, 2013

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# Professional Service Provider Agreement

**Approval of Service Provider Agreement and authorization to Service Provider to commence work;**
**UNIVERSITY PROCUREMENT SERVICES:**

_____

Name:

Title:

Date:

**EXHIBIT A**
**SCOPE OF WORK**

**Description of Services:**
This section should provide detail regarding the work to be performed, milestones and deliverables for this order. Please use additional pages and provide additional specifications as required.

1. Provide a detailed explanation of the services to be performed (What is your need and how will the Service Provider meet those needs):

The Glendale Police Department will complete the following tasks for the Project Team as part of the Risk Terrain Modeling Experiment and will invoice Rutgers University monthly with timecards/receipts for all expenses:

1. Identify many crime types for which risk terrain maps will be created and validated for the City of Glendale, AZ including assault, robbery, burglary, auto theft, theft from auto, narcotics, and weapons offenses if applicable
.
2. Provide all crime data from calendar year 2012 (i.e., one year before project start date) through project end (i.e., 2014).

3. Provide point-level (i.e., street address or XY coordinate) crime incident data..

4. Provide the practical experience-based justification for the use of certain risk factors related to each crime type.

5. Provide information on all calls-for-service made to the police department from calendar year 2012 (i.e., one year before project start date) through project end (i.e., 2014). These data will be exported from the agency's Computer Aided Dispatch (CAD) system.

6. Provide locational data on environmental features commonly considered as crime generators or attractors, such as liquor establishments, transportation hubs, public housing, drug markets, gang territory, etc.

7. In Year Two, implement customized interventions, taking the lead on developing an intervention strategy to suppress and prevent the priority crime problem.

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2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.
Glendale Police Department will pay officers or analysts overtime hours. This team will work closely with the Research Team to complete project deliverables.

Sgt Jason Zimmerman
CA Bryan Hill
RA Bruce Kline
CA Aimee Tibbits
Cmdr. Christine Desanti
Lt Frank Balkcom
Sgt Joe Flosman
and others to be determined as project strategies are determined

3. Provide the name and contact information for the Rutgers Project Director. The Rutgers Project Director will: (1) have sole authority to accept deliverables; (2) receive status reports and attend project meetings; (3) serve as the primary interface between Rutgers and Service Provider; and (4) administer and have sole authority to review any requests by Service Provider to amend this Agreement.

Dr. Leslie Kennedy
123 Washington Street
Newark, NJ 07102
kennedy@andromeda.rutgers.edu

4. What are the milestones and deliverables required during the project? Include a project schedule.
See #1 for details on deliverables required. Deliverables #1-6 will take place in the first year, and the final deliverable will take place in the second and final year, although the timing can vary.

5. Where will the services be performed? What, if anything does Rutgers have to provide for the services to be performed?
The services will be performed at 6835 N. 57th Drive, Glendale, AZ 85301 (and via email, ftp, and other communication/database venues as needed)

6. What is the final deliverable/outcome of the services ( Data Analysis Report, Drawings, etc. Be as detailed as possible)
Based on the research findings, the Glendale Police Department will implement customized interventions to suppress and prevent the priority crime problem within the identified risk terrain areas. It is expected that this new intervention will help reduce this crime problem within those areas and potentially citywide. Items such as maps, a training site on risk terrain modeling offered by Rutgers for those involved in the project, charts, tables and graphs as well as knowledge on highest risk areas for crime and those tactics which may be the most useful in reducing that crime problem by the Criminal Investigations Division.

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**Payment Terms:**

Service Provider will perform and provide all the Services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed $30,000 (the "Fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Please itemize all time and material rates along with any expenses in connection with the Fee.
The Research Team will work with officers and/or analysts who will carry out the deliverables of the project.

$30,000 has been set aside over 2 years for the Glendale Police Department to pay for overtime hours for the personnel working on this project as well as software to purchase required software (Glendale already has SPSS and ArcGIS needed for the project), supplies, and other things related to the project. Although not anticipated, funds could be used to pay an analyst's time as well to complete the analytical portions of this project.

The Glendale Police Department and the other five participating departments, will work to determine what their research teams will look like. A large portion of their work will be in creating and implementing their policy and procedural changes, and it is unknown at this time what the breakdown in costs will be, however for Glendale, the majorityn of costs will be to pay officer overtime to respond to the high risk areas based on a strategic or tactical plan directed at the specific crime problem during the days of week and hours of day those crimes occur.

TOTAL BUDGET = $30,000

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