



## Staff Summary Report

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Council Meeting Date: 02/21/2008

Agenda Item Number: 55

**SUBJECT:** Request approval of a resolution to move into an Intergovernmental Agreement (IGA) between the Tempe Police Department and the Arizona Department of Public Safety for participation in a joint National Institute of Justice (NIJ) grant opportunity for Cold Case DNA processing.

**DOCUMENT NAME:** 20080221pdsam01 **POLICE DEPARTMENT ADMINISTRATION**  
Resolution No. 2008.17

**SUPPORTING DOCS:** Yes

**COMMENTS:** This agreement is to provide grant funding for overtime and travel costs associated with processing cold cases. The Tempe Police Department's portion of this grant totals \$72,159 for calendar year 2008.

**PREPARED BY:** Shelly A. Macdonald, Management Assistant II, 480.350.8820

**REVIEWED BY:** Tom Ryff, Chief of Police, 480.350.8214

**LEGAL REVIEW BY:** Bill Amato, Police Legal Advisor, 480.350.8610

**FISCAL NOTE:** None

**RECOMMENDATION:** Approve IGA

**ADDITIONAL INFO:** The purpose of the IGA is to reduce the backlog of existing cold cases which may be solved by DNA analysis. Through NIJ Grant 2005-DN-BX-K018, the DPS Crime Laboratory has received grant funds to form a partnership with the Tempe Police Department to review and prioritize cold cases, assessing the availability of evidence for DNA analysis and ultimately conducting DNA analysis at the DPS Crime Laboratory.

**RESOLUTION NO. 2008.17**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT OF THE TEMPE POLICE DEPARTMENT AND ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF REDUCING THE BACKLOG OF EXISTING COLD CASES WHICH MAY BE SOLVED BY DNA ANALYSIS AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT OF THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.**

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve the intergovernmental agreement; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Approval of the intergovernmental agreement and
2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS \_\_\_\_\_ DAY OF FEBRUARY, 2008

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Janet R. Hort, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew B. Ching, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
COLD CASE DNA PROCESSING**

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and the Tempe Police Department, hereinafter referred to as "Agency".

**I. Purpose**

The purpose of this Agreement is to reduce the backlog of existing Cold Cases which may be solved by DNA analysis. Through NIJ Grant 2005-DN-BX-K018, the DPS Crime Laboratory has received funds to form a partnership with the Agency to review and prioritize cold cases, assessing the availability of evidence for DNA analysis and ultimately conducting DNA analysis at the DPS Crime Laboratory. This agreement is to provide reimbursement of overtime and travel costs associated with processing cold cases. The attached solicitation, filled out by the Agency, shows the number of cases to be processed and total overtime funds available for processing the cold cases.

**II. Authority**

The DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3 both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952 and the Agency is authorized and empowered pursuant to

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**III. Participation**

The Agency agrees to assign one or more qualified employee(s), herein referred to as "detective(s)", on an overtime basis for assignments associated with working cold cases from their jurisdiction. The assigned detective(s) must abide by all of the applicable rules and regulations of the Agency.

**IV. Reimbursement**

The Agency agrees to furnish the DPS with a monthly invoice of overtime expenditures including the name of the Agency representative to contact concerning questions. Upon receipt and approval of invoices, the DPS agrees to reimburse the Agency on a monthly basis for 100% of the overtime payroll expenses of the detective(s) related to this assignment, not to exceed a total of \$72,159.00 per the IGA effective dates.

The amount reimbursed by the DPS shall be for actual overtime costs of the detective(s), based upon invoices provided by the Agency on a monthly basis.

Additional funds are available for necessary travel expenses used to interview witnesses and suspects. These funds are limited and will be made available to the Agency based on

need and/or availability and with advance approval. The Agency must request and receive approval thirty days in advance for reimbursement of travel expenses. Expenses for lodging, meals and incidentals will be reimbursed up to but not to exceed state allowable amounts in accordance with the Arizona Accounting Manual, Section II-D-6.

The Agency agrees to furnish the DPS with the information on the attached DNA Cold Case Program Monthly Report and a detailed and complete final project report within twenty days after the end of the IGA.

#### **V. Nondiscrimination**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order #99-4.

#### **VI. Indemnification**

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

#### **VII. Drug Free Workplace**

Any DPS employee will be subject to random and/or for cause drug and alcohol testing in accordance with and pursuant to the DPS Drug Free Workplace Program.

#### **VIII. Termination**

Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, the DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. Any notice required to be given under this Agreement will be provided by mail to: Todd Griffith, DPS Crime Lab, Arizona Department of Public Safety, P.O. Box 6638, Phoenix, Arizona 85005.

#### **IX. Cancellation**

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. §38-511.

**X. Recordkeeping**

All records regarding this Agreement, including detective(s) time accounting logs, must be maintained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

**XI. Fees**

In no event shall either party charge the other party for any administrative fees for any work performed pursuant to this Agreement.

**XII. Effective Date/Duration**

This Agreement shall become effective upon the execution of two (2) originals by the parties hereto, and upon one (1) original being filed with the Arizona Secretary of State. This Agreement shall be effective January 1, 2008 through December 31, 2008. This IGA may terminate earlier if all funds have been expended by the Agency prior to the termination date.

**XIII. Worker's Compensation Benefits**

Pursuant to A.R.S. §23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of the Agency and the Agency shall be solely liable for payment of worker's compensation benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For The Department of Public Safety:

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Roger L. Vanderpool, Director

Date

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Assistant Attorney General  
Approved as to Form

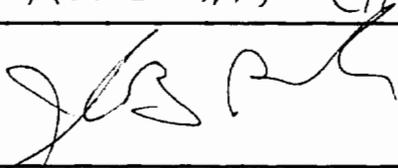
For The Grantee:

JOHN RUSY

Typed name

ASSISTANT CHIEF

Title



2/6/08

Signature

**APPROVED AS TO FORM**

Date

**BY:** 

**TEMPE CITY ATTORNEY**

**DATE:** 2/6/08

Approved as to form: (Grantee legal)