

**AMENDMENT #3 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF MESA AND THE TOWN OF GILBERT
FOR LABORATORY SERVICES**

RECITALS

Whereas, the City of Mesa and the Town of Gilbert (collectively referred to as the Parties) wish to amend the Intergovernmental Agreement for Laboratory Services and any amendments thereto; and

Whereas, the Parties are authorized and empowered to enter into this Amendment pursuant to A.R.S. §§ 11-951 *et seq.* A.R.S. §13-3872 and the respective provisions of their City or Town Charters or other governing authority; and

Whereas, Gilbert requires additional specified forensic services to further their law enforcement mission; and

Whereas, Mesa has a dedicated Forensic Services facility and staff which processes evidence related to criminal investigations. Mesa is recognized locally and nationally as a model in the application of Forensic Services in law enforcement; and

Whereas, Mesa desires to continue to provide the services required by Gilbert; and

Whereas, Gilbert will continue to provide financial compensation for the specified forensic services provided by Mesa.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS

1. This Amendment shall be effective upon approval of the governing body or authority of the Parties in conformance with A.R.S. §§ 11-951 *et seq.*, and provision of an original copy authorizing documents to Mesa.
2. The above recitals are incorporated by this reference.
3. All of the original terms and clauses of the Agreement, and all of the terms and clauses in Amendment #1 and Amendment #2 remain in effect except as modified herein.

SERVICES is revised as follows,

Mesa, through its Police Department, shall provide specified forensic services to Gilbert.

Forensic services include Toxicology analysis on blood alcohol and blood drugs, full service Controlled Substance screening, Biology DNA analysis, Latent Print Comparison, AFIS (Automated Fingerprint Identification System), Latent Print Development, and Firearms and Toolmark Comparisons.

Gilbert will continue to be subject to Forensic Services standard operating procedures for analyzing priorities in forensic laboratory services.

REIMBURSEMENT AND COST is revised as follows,

Gilbert will provide funding to Mesa in exchange for specified forensic services.

Gilbert will provide funding of \$513,884 for the Fiscal Year 2015/16. These costs represent the entire financial obligation of Gilbert for the Fiscal Year 2015/16 based on the services herein. If the level of service provided changes, the Parties may renegotiate Gilbert's financial obligation.

Gilbert will provide additional funding of \$32,000 annually on the same terms and conditions previously agreed upon for Latent Print Services, which will be pro-rated for this fiscal year.

Gilbert will also provide additional funding of \$20,000 annually on the same terms and conditions previously agreed upon for Firearms Services, which will be pro-rated for this fiscal year.

Funding for subsequent years will be determined each April following review and evaluation of workload and associated costs of services. Such funding will be set forth as a written amendment to this Agreement.

At any time, Mesa or Gilbert may evaluate the services provided under this Agreement and make any and all financial adjustments necessary based on demand for services. Any such financial adjustments shall be set forth as an amendment to this Agreement.

PAYMENT is revised as follows,

Mesa will invoice Gilbert for specified forensic services on July 1st of each year.

If services are added or removed beyond the billing cycle, payments may be pro-rated.

OTHER PROVISIONS

All of the terms and conditions previously agreed upon between the Parties remain in effect except as amended herein.

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in

each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

Town of Gilbert

City of Mesa

This 3rd day of August, 2021

This ___ day of _____, 2021

DocuSigned by:
Brigette Peterson
By: C6599DB39B4D4DA...
Mayor
Town of Gilbert

By: _____
Christopher J. Brady
City Manager
City of Mesa

ATTEST: DocuSigned by:
CHARVELL HERRERA
By: 609C1924D5B2428...
Town Clerk
Town of Gilbert

DeeAnn Mickelsen
City Clerk
City of Mesa

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective Parties.

This 3rd day of August, 2021

This ___ day of _____, 2021

DocuSigned by:
Chris Payne
By: AFDA551617E04AA...
Town Attorney
Town of Gilbert

By: _____
Nancy Sorensen, Staff Attorney
for Jim Smith, City Attorney
City of Mesa