

AGREEMENT
between
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC
PROTECTION DIVISION OF SCIENTIFIC SERVICES
and
THE CITY OF NEW HAVEN,
NEW HAVEN POLICE DEPARTMENT

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of New Haven, New Haven Police Department, hereinafter referred to as “City,” “NHPD,” or “Contractor” and the Connecticut Department of Emergency Services and Public Protection Division of Scientific Services, hereinafter referred to as “CT DESPP DSS”, or “DSS” and is effective on the date of execution by the respective Parties, as stated below.

PURPOSE: The NHPD and CT DESPP DSS (collectively, “The Parties”) agree that the intent and purpose of this Agreement is to establish the terms, conditions, and safeguards under which CT DESPP DSS will provide the NHPD with results from searches requested by NHPD in conjunction with the CT DESPP DSS **Rapid DNA Program**.

UNDERSTANDING: It is understood that CT DESPP DSS has access to the CT Offender Database (herein after “Database”) and is authorized to conduct searches and to verify whether an individual qualifies to be in the database pursuant to Conn. Gen. Stat. Sec. 54-102g. NHPD may request that CT DESPP DSS conduct a search of the Database on its behalf with regard to certain identified offender(s).

NOW, THEREFORE, the Parties agree as follows:

1. Process and Procedure.

- (a) NHPD will provide samples/data to CT DESPP DSS which samples/data will be run through the system as a search in order to identify any potential offender matches;
- (b) CT DESPP DSS will then conduct a COLLECT search to ensure that any identified offender qualifies to be in the CT Offender Database;
- (c) Once CT DESPP DSS identifies an offender they will provide NHPD with the identity, which may be in the form of a name or number;
- (d) Upon receiving an offender identity, NHPD will use that information for investigative purposes.

2. The undersigned parties understand that if a qualifying offender cannot be established, information regarding the individual identified will not be disclosed to other law enforcement officers. If there is any question about whether a person qualifies to be in the Database, the officer conducting the review described above, should consult with the Connecticut State’s Attorney’s Office to verify a qualifying offender before taking any further action.

3. Upon a determination that the individual identified does qualify to be in the Database, the undersigned may release information regarding the individual identified to other law enforcement officers with the understanding that this hit is only an investigative lead, and that confirmation of the hit must be obtained by submitting a sample from the identified individual to DESPP Division of Scientific Services for further DNA testing.

4. The undersigned further affirm that any sample used for this comparison was obtained from a scene where a crime was committed and is believed to be a suspected single source sample of a body fluid.

5. The undersigned affirm that the testing was done on unknown crime scene samples for the purpose of identifying person(s) who might have committed the crime or potential witnesses to the crime and not for personal reasons.
6. The undersigned did not knowingly process known samples, touch samples, or samples that are limited and that do not have enough biological material for conventional testing.
7. The Parties shall comply with all applicable Federal, State, and local laws, regulations, and ordinances. This specifically includes, but is not limited to, Connecticut General Statutes §§54-102(g) through 54-102(m) with regard to DNA testing, DNA data bank, dissemination of DNA information, and all relevant procedures, processes, and requirements.
8. **Funding.** No monies or any form of financial benefit shall be exchanged between the Parties for routine services rendered or received. All employees participating in the CT DESPP DSS DNA Rapid DNA program shall remain employees of their respective employers, and each Party shall remain responsible for all costs associated with its employees. If a party wishes to request expanded services from the CT DESPP DSS Rapid DNA Program, the funding issues will be addressed in a separate agreement.
9. **Effective Date.** The Effective Date of this Agreement with the NHPD shall be the date that it has been fully executed by each party, as indicated by the date of the last signature and will remain in effect for a period of five (5) years, unless earlier terminated by either party in accordance with Paragraph 13 of this Agreement.
10. **Termination.** This Agreement may be terminated by any Party by sending thirty (30) days prior written notice of termination to the other Party.
11. **Amendment and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.
12. **Agency.** The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
13. **Notice.** Any written notice to CT DESPP DSS under this Agreement shall be sufficient if mailed or e-mailed to:

Guy M. Vallaro, Ph.D.
278 Colony Street
Meriden, CT 06451
Email: Guy.Vallaro@ct.gov

Any written notice to the City/NHPD under this Agreement shall be sufficient if mailed or e-mailed to:

Karl Jacobson, Chief of Police
New Haven Police Department
1 Union Avenue
New Haven, CT 06519
Email: KJacobson@newhavenct.gov

14. Forum and Choice of Law. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Parties waive any objection which they may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

15. Indemnification.

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general and/or professional liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of

competent jurisdiction determines that the Agency or the State is contributorily negligent.

- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 16. Insurance.** Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request. This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. Upon request by a party, the other party shall provide written proof of insurance.
- 17. Disputes.** Any conflicts between the Parties shall be submitted to the Division Director and NHPD and disseminated to the members of each party for resolution.
- 18. Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the laws of the State of Connecticut, the applicability thereof to any government, agency, person or circumstance is held invalid; the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected.
- 19. Audit Clause.** Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
- 20. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions; and Executive Order No.49 of Governor Dannel P. Malloy, promulgated May 22, 2015, which mandates disclosure of gifts to public employees and campaign contributions to candidates for statewide public office or the General Assembly for state contracts valued at more than \$50,000, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it.
- 21. Nondiscrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Agreement" and "agreement" include any extension or modification of the Agreement or agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor

- or contractor;
- iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - viii. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
 - ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
 - x. For purposes of this Section, the terms "Agreement" and "agreement" do not include an Agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (b) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other Agreement or

understanding and each vendor with which the Contractor has an Agreement or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a- 68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the Agreement is a public works Agreement, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every sub-agreement or purchase order entered into in order to fulfill any obligation of a Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such sub-agreement or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other Agreement or understanding and each vendor with which such Contractor has a Agreement or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in

conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent book, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subagreement or purchase order entered into in order to fulfill any obligation of a Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subagreement or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 22. Integration.** When fully executed by the parties, this Agreement shall be the final and complete Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement.
- 23.** The parties hereto agree to operate in accordance with the policies outlined in this document as well as standard operating procedures (SOPS) that have or will be developed by the CT DESPP DSS Rapid DNA Program. Any current and all future technical protocols will be shared between all parties and shall be appended hereto as attachments.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto execute this Agreement by their duly authorized representatives on the dates signed below.

**Connecticut Department of Emergency Services
and Public Protection Division of Scientific Services
(CT DESPP DSS)**

By: _____
James C. Rovella, Commissioner
Department of Emergency Services and Public Protection

Date: _____

City of New Haven

By: _____

Date: _____

New Haven Police Department

By: _____

Date: _____