



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

“Courteous Vigilance”

KATIE HOBBS JEFFREY GLOVER
Governor Director

October 15, 2024

Paul Marzocca, Chief
EL Mirage Police Department
12401 West Cinnabar Avenue
El Mirage, AZ 85335

Chief Marzocca,

Your letter requesting canine training aids has been received, and the Arizona Department of Public Safety Crime Laboratory is able to fulfill your request. The attached Memorandum of Understanding (MOU) needs to be completed.

Two copies of the MOU are enclosed. Please sign both copies (you or your designee) and then return one copy to the address listed below:

Arizona DPS Crime Laboratory
P. O. Box 6638
MD 1150
Phoenix, AZ 85005-6638

Once the executed MOU is received and the canine training aids are prepared, your designee will be contacted to arrange for the transfer of the drugs.

Please contact me with any questions, (602) 223-2494.

Sincerely,

Jennifer Kochanski
Administrator
Scientific Analysis Bureau

DPS Contract Number?
2024-274

MEMORANDUM OF UNDERSTANDING

The Arizona Department of Public Safety, hereinafter referred to as "DPS," and the El Mirage Police Department, a state or federal law enforcement agency, hereinafter referred to as "Agency," agree to the following terms and conditions.

Purpose: That the purpose of this agreement shall be to transfer from DPS to the Agency the following described controlled drugs which were originally seized evidence in the possession of DPS.

<u>Description</u>	<u>Amount</u>
<u>Cocaine</u>	<u>3 x 10 grams</u>
<u>Methamphetamine</u>	<u>3 x 10 grams</u>
<u>Heroin</u>	<u>3 x 10 grams</u>

Possession and Ownership: DPS agrees to transfer the above described items to the Agency. DPS warrants that it has complied with all requirements of Arizona law regarding forfeiture and disposition of drugs and evidence and that this property is not needed in any pending criminal or civil litigation.

DPS therefore transfers possession and ownership to the Agency for law enforcement purposes. Upon transfer, DPS relinquishes all rights, responsibility and control over the property. Once the property is transferred, the Agency shall be the sole custodian of the property, and accepts all responsibility for the use, storage, disposal and/or destruction of the property.

Indemnification: To the fullest extent permitted by law, Agency shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency or any of Agency's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Agency to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all Claims. It is agreed that Agency will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed MOU with the Agency.

The Agency certifies that the property shall be used for authorized law enforcement purposes only.

DPS does not warrant the fitness of the items for any particular training or testing purposes.

Fees: Neither the Agency nor DPS may charge any administrative fees or costs of any kind for any activities performed or for property transferred pursuant to this agreement.

Conflict of Interest: This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

Non-discrimination: The Parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal

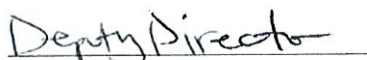
access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

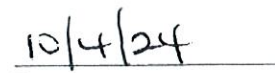
Audit of Records: Pursuant to A.R.S. § 35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to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

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.

For: The Arizona Department of Public Safety


Signature Jeffrey Glover

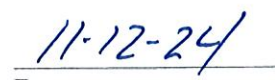

Title Director


Date

For: The Agency


Signature


Title Chief


Date