

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ARIZONA
DEPARTMENT OF PUBLIC SAFETY (AZDPS) AND LAKE HAVASU CITY FOR
PARTICIPATION AS A PARTNER AGENCY SITE IN THE ARIZONA LAW
ENFORCEMENT RAPID DNA PROGRAM**

1. PURPOSE

- a. The purpose of this MOU is to document the agreed responsibilities and functions of the signatory parties for the purpose of establishing a Rapid DNA partner agency site at the Lake Havasu City Police Department (LHCPD).
- b. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreement or contracts entered into between the AZDPS and Lake Havasu City, whether prior to or subsequent to the signing of this MOU.
- c. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, or the officers, employees, or other associated personnel thereof.

2. PARTIES

- a. This MOU is entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY and LAKE HAVASU CITY (hereinafter, referred to jointly as “the Parties” or individually as “Party”).
- b. The Crime Laboratory Superintendent of AZDPS is responsible for administering this MOU for AZDPS and has designated the Rapid DNA Program Manager as the AZDPS point of contact (POC) for this purpose. The LHCPD is responsible for administering this MOU for Lake Havasu City and serves as the POC for this purpose.

3. AUTHORITIES

The Parties enter into the MOU pursuant to Arizona Revised Statutes §41-1713B.3. This authority, together with the internal policies and procedures of each Party, define the basis for each Party to enter into the MOU and jointly to support the implementation of a Law Enforcement Rapid DNA Program Partner Site at LHCPD. This MOU is not intended to, and does not create, any legal obligations binding under any law of the United States.

4. BACKGROUND INFORMATION

The AZDPS Scientific Analysis Bureau implemented a Law Enforcement Rapid DNA Program in April 2014, designed to train officers and crime scene personnel in the use of Rapid DNA technology for investigative lead purposes. These Rapid DNA Operators are trained to prepare and run samples on Rapid DNA instrumentation located at the AZDPS Central Regional and Southern Regional Crime Laboratories. After successful completion of a Rapid DNA run, these operators are then trained to complete side by side comparisons of crime scene samples to known standards (bench top comparisons) or to run the DNA profile through a local, standalone database of Arizona convicted offender and arrestee samples in order to determine if a matching profile exists in the database.

In January 2020, AZDPS developed program guidelines to expand the Law Enforcement Rapid DNA Program to include the creation of Partner Agency Sites. These are sites that utilize Rapid DNA instrumentation and access the standalone database at locations outside of AZDPS via a cooperative agreement. The Partner Agency maintains the site with oversight from the AZDPS Rapid DNA Program Manager, thereby ensuring expanded and convenient access to Rapid DNA technology for the Partner Agency while maintaining the standard of sample preparation and analysis required by AZDPS for the statewide program. The requirements of the Law Enforcement Rapid DNA Program as a whole, and of designated Partner Sites specifically, are outlined in the AZDPS Law Enforcement Rapid DNA Program and Quality Manuals.

5. COMMENCEMENT AND EXPIRATION DATES

- a. Commencement Date – the Partner Agency Site shall commence upon receipt of the signed MOU from the Parties.
- b. Expiration Date – The Partner Agency Site is subject to an annual audit by the AZDPS Rapid DNA Program Manager. Successful completion of this audit along with any required adjustments and/or remediation will automatically renew the MOU for another year. Otherwise, the Partner Agency Site shall expire one year from the commencement date.
- c. The rights and obligations of the Parties under this MOU shall take effect on the Commencement Date and shall continue in force unless the Partner Agency Site fails to successfully complete an annual audit or unless terminated earlier in accordance with the termination provisions of this MOU.

6. SPECIFIC RESPONSIBILITIES

This MOU applies to Rapid DNA analysis of samples at the Partner Agency Site and searching of profiles through the AZDPS local, standalone database. The Partner Agency Site will be held to the same standards as AZDPS Law Enforcement Rapid DNA

Program locations, including cleanliness, security, proper reagent storage, and procedures for analysis. Failing to meet these standards or utilizing the AZDPS local, standalone database for purposes other than the AZDPS Law Enforcement Rapid DNA Program shall be considered unauthorized and may result in the termination of this MOU by AZDPS.

Specifically, AZDPS will:

- a. Provide copies of the AZDPS Law Enforcement Rapid DNA Program Manual and AZDPS Law Enforcement Rapid DNA Quality Manual
- b. Equip the Partner Agency Site with Rapid DNA instrumentation and consumables, as permitted by funding
- c. Provide technical support through the Rapid DNA Coordinator or other AZDPS personnel in order to ensure the successful operation and maintenance of the Partner Agency Site
- d. Provide support through AZDPS Western Regional Crime Laboratory staff to maintain the Partner Agency Site in accordance with the program requirements, including, but not limited to, cleanliness, security, proper reagent storage, and basic maintenance of instrumentation.
- e. Provide training, as available, for Rapid DNA Operators for the Partner Agency Site
- f. Provide recertification training, as needed, to continue the certification of the Rapid DNA Operators for the Partner Agency Site
- g. Provide timely annual audits of the Partner Agency Site in order to ensure that quality standards are being met and that the terms of this MOU can be renewed on an annual basis
- h. Perform validation of Rapid DNA instrumentation as applicable

LHCPD will:

- a. Assist AZDPS Western Regional Crime Laboratory staff, as needed, in maintaining the Partner Agency Site in accordance with the program requirements, including, but not limited to, cleanliness, security, proper reagent storage, and basic maintenance of instrumentation
- b. Provide personnel to be trained as Rapid DNA Operators

- c. Comply with all applicable program requirements for staffing, reporting, certifications, etc. as outlined in the Law Enforcement Rapid DNA Program and Quality Manuals
- d. Provide run data to AZDPS for program tracking purposes and additional metrics
- e. Allow AZDPS access for the required annual audit of the Partner Agency Site and provide response and any required remediation to the audit within thirty (30) calendar days of the completion of the audit

7. EFFECT OF THIS MOU

- a. This MOU is not an obligation or commitment of funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expresses acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- b. This MOU does not constitute an agreement for either Party to assume or waive any liability or claim under any applicable federal or state law.
- c. This MOU is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this MOU by mutual consultation.

8. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

- a. This MOU shall become effective when executed by both Parties and will continue in effect until terminated. This MOU can be modified at any time by written consent of both parties. This MOU may be canceled for conflicts of interest pursuant to A.R.S. § 38-511.
- b. This MOU may be terminated, with respect to either party, at any time, upon written notice of termination to the other party. The party desiring to terminate this MOU will provide such written notification to the other party at least thirty (30) days prior to termination. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action.
- c. AZDPS may terminate this MOU immediately if it is determined that the Partner Agency Site or its Rapid DNA Operators are not meeting program requirements

as outlined in the Law Enforcement Rapid DNA Program and Quality Manuals or if the AZDPS local, standalone database is being used by the Partner Agency Site for purposes outside of the scope of the Law Enforcement Rapid DNA Program.

9. NON-DISCRIMINATION

- a. The Parties will comply with State Executive Order No. 2009-09.

10. AUDIT

- a. Pursuant to A.R.S. § 35-214, the records relating to this MOU are subject to audit.

11. E-VERIFICATION

- a. The Parties will comply with all Federal immigration laws and regulations relating to employees as well as A.R.S. §§ 41-4401 and 23-214(A).

12. ARBITRATION

- a. The Parties will resolve any disputes arising from this MOU through arbitration pursuant to A.R.S. § 12-1518.

FOR THE ARIZONA DEPARTMENT OF PUBLIC SAFETY



Colonel Heston Silbert
Director
Arizona Department of Public Safety

JAN 10 2023

Date

FOR LAKE HAVASU CITY

Jess Knudson
Lake Havasu City Manager

Date