County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 5, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 75395 WITH APPLERA CORPORATION FOR MAINTENANCE AND REPAIR SERVICES FOR GENETIC ANALYZERS AND SEQUENCE DETECTION SYSTEMS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign Amendment Number Two to Agreement Number 75395 with Applera Corporation, through its Applied Biosystems Group (Contractor). This amendment will expand the scope of work of the agreement and increase the maximum contract sum from "not to exceed $230,000" by $60,000 to "not to exceed $290,000."

2. Authorize the Sheriff, or his designee, to sign and execute applicable documents of this agreement, when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Los Angeles County Sheriff's Department (Department), if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Contractor to "de-install" genetic analyzers and sequence detection systems located at the Department's Scientific Services Bureau (SSB) at 4020 West Beverly Boulevard and subsequently move and "re-install" them at the new Los Angeles Regional Crime Laboratory at the Hertzberg-Davis Forensic Science Center (HDFSC) at 1800 Paseo Rancho Castilla, Los Angeles. The agreement will also provide repair and preventive maintenance services for new equipment acquired after the agreement was approved in 2005.

Implementation of Strategic Plan Goals

The proposed agreement supports the County's Strategic Plan Goal 2, Workforce Excellence. Specifically, the agreement will enable the Department to ensure the reliable and accurate operation of these genetic analyzers and sequence detection systems in the analysis of DNA evidence.

FISCAL IMPACT/FINANCING

The maximum contract sum will be increased from "not to exceed $230,000" by $60,000 to "not to exceed $290,000" for the period from Fiscal Year (FY) 2005-06 to FY 2009-10. The cost of the move of the genetic analyzers and sequence detection systems to the new HDFSC in 2007 is $14,105. The additional cost for the repair and preventive maintenance services of one 3130 Genetic Analyzer purchased in 2006 is $21,500.88 for three years until the end of the contract term. The balance of $60,000 will be used for emergency repairs and maintenance of additional genetic analyzers to be purchased in the future as necessary.

The Department has identified funding in its annual operating budget in FY 2006-07, and will continue to allocate funds for each subsequent year of the contract term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The HDFSC is near its completion. The Department's SSB plans to move all its genetic analyzers and sequence detection systems from its current laboratory at West Beverly Boulevard to the new laboratory in July 2007. There are five 310 Genetic Analyzers, two 7000 Sequence Detection Systems, and one new 3130 Genetic Analyzer currently at SSB. The new 3130 Genetic Analyzer was purchased in 2006 and its warranty will expire in late 2007. Repair and preventive maintenance services for this new genetic analyzer will need to be included in the current contract. Repair and preventive maintenance services for the other genetic analyzers have already been included in the current agreement.

This Amendment has been reviewed by County Counsel and approved as to form.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. Approval of this amendment will enable the Department to ensure that the genetic

analyzers and sequence detection systems continue to operate reliably and accurately throughout the term of the agreement.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department's Contracts Unit for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 75395 WITH APPLERA CORPORATION FOR MAINTENANCE AND REPAIR SERVICES FOR GENETIC ANALYZERS AND SEQUENCE DETECTION SYSTEMS

This Amendment Number Two ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Applera Corporation, through its Applied Biosystems Group, a California corporation (hereinafter "CONTRACTOR"), effective as of July 1, 2007, based on the following recitals:

I. WHEREAS, on October 11, 2005, the COUNTY and CONTRACTOR entered into County Agreement No. 75395 (AGREEMENT) to provide maintenance and repair services for genetic analyzers and sequence detection systems;

II. WHEREAS, on October 11, 2006, this AGREEMENT was extended for a year until October 10, 2007;

III. WHEREAS, the COUNTY and the CONTRACTOR desire to revise the Scope of Work to include the move of existing equipment to the new Crime Laboratory Building; the maintenance of additional equipment acquired after the original agreement was approved on October 11, 2005; and the increase of the Maximum Contract Sum corresponding to the change in the Scope of Work;

NOW THEREFORE, in consideration of the foregoing recitals and, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. Paragraph 8.2, Maximum Contract Sum, to increase the Maximum Contract Sum from "not to exceed $230,000" by $60,000 to "not to exceed $290,000";

2. Exhibit B Statement of Work, Paragraph 1.0 Scope of Work, to be replaced in its entirety by the attached Paragraph at Attachment A to also include the "de-install", move, and "re-install" of concerned equipment from the West Beverly Boulevard premises to the new Crime Laboratory Building at Paseo Rancho Castilla, and to include repairs and maintenance services to new equipment acquired after the original agreement was approved in 2005; and

3. Exhibit C Equipment List and Price Schedule to be replaced in its entirety by the attached Exhibit at Attachment B.

Except as expressly provided in this Amendment Number Two, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 75395

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Two for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to be executed on its behalf by its duly authorized officers, effective as of July 1, 2007

COUNTY OF LOS ANGELES

By:_____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

APPLERA CORPORATION, THROUGH ITS
APPLIED BIOSYSTEMS GROUP

By: Phillip G. Balough

PRINT NAME: Phillip G. Balough

TITLE: Sr. Contracts Specialist

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: G Gross
Gary Gross
Principal Deputy County Counsel

Date 5/17/07

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT TO EXHIBIT B STATEMENT OF WORK OF AGREEMENT NUMBER 75395

Exhibit B Statement of Work, Paragraph 1.0 Scope of Work shall be replaced in its entirety by the following paragraph;

"1.0 SCOPE OF WORK

Contractor shall provide one (1) annual preventative maintenance service, and all remedial repairs, including all spare parts, materials and labor, travel expenses for Contractor staff, and for telephonic technical support for the following Applied Biosystems instruments:

310 Genetic Analyzer Serial Number 100001087
310 Genetic Analyzer Serial Number 100001037
310 Genetic Analyzer Serial Number 310000840
310 Genetic Analyzer Serial Number 310000841
310 Genetic Analyzer Serial Number 310000843
7000 Sequence Detection System Serial Number 270003327
7000 Sequence Detection System Serial Number 270003539
3130 Genetic Analyzer Serial Number 18323-005
And any additional equipment purchased from the Contractor after 06-01-07

The Equipment is located at the Sheriff's Department's Scientific Services Bureau, 2020 West Beverly Boulevard, Los Angeles, California 90057. County may add or delete instruments from this list upon mutual agreement with Contractor. The above equipment will be moved to the new Crime Laboratory at the Hertzburg-Davis Forensic Science Center at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032 in mid-2007. Contractor shall arrange to "De-install", move, and "Re-install" (DMR) the above equipment to the new premises at a fee of $14,105, as set forth in the Revised Exhibit C. The fee shall include all costs respective of such DMR. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during said DMR, including parts, labor and travel expenses of contractor employees providing services under this Agreement. "

EXHIBIT C - EQUIPMENT LIST AND PRICE SCHEDULE

ITEM #	EQUIPMENT MODEL	SERIAL #	YEAR 1 2005-06	YEAR 2 2006-07	YEAR 3 2007-08	YEAR 4 2008-09	YEAR 5 2009-10	TOTAL
			$	$	$	$	$	$
10	310 Genetic Analyzer	100001087	6,225.00	6,536.28	6,863.04	7,206.24	7,566.48	34,397.04
20	310 Genetic Analyzer	100001037	6,225.00	6,536.28	6,863.04	7,206.24	7,566.48	34,397.04
30	310 Genetic Analyzer	310000840	6,225.00	6,536.28	6,863.04	7,206.24	7,566.48	34,397.04
40	310 Genetic Analyzer	310000841	6,225.00	6,536.28	6,863.04	7,206.24	7,566.48	34,397.04
50	310 Genetic Analyzer	310000843	6,225.00	6,536.28	6,863.04	7,206.24	7,566.48	34,397.04
60	7000 Sequence Detection System	270003327	4,782.00	5,021.04	5,272.20	5,535.72	5,812.56	26,423.52
70	7000 Sequence Detection System	270003539	3,851.64	5,021.04	5,272.20	5,535.72	5,812.56	25,493.16
80	3130 Genetic Analyzer	18323-005	-	-	7,166.96	7,166.96	7,166.96	21,500.88
90	Other Contingency Services	-	-	-	14,105.00	15,246.12	15,246.12	44,597.24
	Total:		39,758.64	42,723.48	66,131.56	69,515.72	71,870.60	290,000.00

Figures highlighted denote amounts of expenditure might be required where necessary.

REVISED AS OF 05-29-07