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

LEROY D. BACA, SHERIFF

June 28, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 JUN 28, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND CITY OF LONG BEACH FOR DNA CRIME LAB SERVICES (4TH DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval for a Supplemental Law Enforcement Services Agreement (Agreement) with the city of Long Beach (City) for one full-time equivalent senior DNA criminalist. This Agreement will replace a similar agreement that was in place from July 1, 2006, through June 30, 2011.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Agreement with the City to provide the services of one full-time equivalent senior criminalist to perform DNA testing and analyzing as requested by the City, effective July 1, 2011, through June 30, 2016. The annual cost of services for Fiscal Year (FY) 2011-12 is $151,107, which is fully funded by the City.

2. Authorize the Department to provide the requested services and delegate authority to the Sheriff to approve and sign any and all amendments to the Agreement, ensuring any negative fiscal impact to Los Angeles County (County) is avoided.

3. Authorize the Sheriff to modify the deployment of personnel pursuant to Section 3 of the Agreement if he concludes that he has insufficient personnel to provide the services required to the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this Agreement is to provide the City with services of one full-time equivalent senior criminalist to perform DNA testing and analyzing as requested by the City, effective July 1, 2011, through June 30, 2016. The City has contracted for this position under a previous agreement from July 1, 2006, through June 30, 2011. This Agreement will not result in the creation of an additional senior criminalist position, as the position was previously created during the prior agreement.

Implementation of Strategic Plan Goals

This Agreement relates to the County's Strategic Plan, Goal 1, Operational Effectiveness. This Agreement will provide revenue reimbursement to the Department for services rendered. The Agreement will also provide Public Safety to the City when requested.

FISCAL IMPACT/FINANCING

There is no net County cost to this Agreement. The City shall pay the Department for said services according to the appropriate and prevailing billing rates, as determined by the County's Auditor-Controller for FY 2011-12. The City is aware that rates will change at the beginning of every fiscal year hereafter as determined by the County's Auditor-Controller.

Based on current projections, the City will offset the annual cost for services in the amount $151,107 for one senior criminalist for FY 2011-12.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City desires to retain the services of a DNA criminalist to enhance the successful prosecution of criminal cases requiring DNA forensics. The City has contracted for this service since July 1, 2006. The current agreement will expire on June 30, 2011.

The Agreement provides for mutual indemnification. The Agreement may be terminated by either party provided that a 60-day advance written notice is received. Notwithstanding, the Sheriff may cancel the provision of services under the Agreement if he concludes that he has insufficient available personnel to provide the services required by the Agreement and to perform his other duties as required by law.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will improve the quality of law enforcement DNA crime lab services to all of the incorporated cities and the unincorporated areas of the County by enhancing the timeliness for DNA case processing. The County currently offers this service to all of the incorporated cities as a Countywide service without directly recovering cost.

CONCLUSION

Upon approval by your Board, please return the adopted Board letter and two originally executed Agreements to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR DNA CRIME LAB SERVICES BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF LONG BEACH

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EXHIBIT B: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT DEPLOYMENT OF PERSONNEL FORM SH-AD 575

77569

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR DNA CRIME LAB SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LONG BEACH

This Supplemental Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is made and entered into this 28TH day of JUNE, 2011 by and between the County of Los Angeles, hereinafter referred to as "County," and the City of Long Beach, hereinafter referred to as "City," for the performance of DNA Crime Lab Services by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department."

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of DNA Crime Lab Services by the Sheriff's Department; and

Whereas, the City agrees to fund the services of one (1) full-time equivalent Senior Criminalist position to assist the city with forensic DNA analysis and testing and Combined DNA Index System (CODIS) submission and evaluation; and

Whereas, the County is agreeable to rendering such services on the terms and conditions set forth herein; and

Whereas, such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for good and valuable consideration, the parties mutually agree as follows:

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1.0 AGREEMENT SERVICES

1.1 The County agrees to provide DNA Crime Lab Services to the City to the extent and in the manner set forth in this Agreement, including Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, which are attached hereto and incorporated herein by this reference. The parties specifically acknowledge and agree to comply with the terms set forth in Exhibit A, Statement of Work, to this Agreement, including the responsibilities of their respective law enforcement agencies expressly set forth in Exhibit A, Statement of Work.

1.2 Except as otherwise hereinafter specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of said County and statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.

2.3 The Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and requested by the City, through its police department, shall be indicated in the attached Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575. To the extent of the terms of any exhibit to this base

document may conflict with the base document, the terms of this base document shall prevail.

3.2 For the purpose of performing the said function, County shall furnish and supply all necessary labor, supervision, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

3.3 The City shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.

3.4 Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City, unless such injury or sickness is proximately caused by acts or omissions of the City, its officers, agents or employees.

3.5 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in the performance of the services with the approval of the Sheriff.

4.0 BILLING RATES

4.1 For and in consideration of the rendition of the services to be performed by the County for the City under this Agreement, the City shall pay the County for said services according to the appropriate and prevailing billing rates set forth on the attached Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, as determined by the County's Auditor-Controller.

4.2 The applicable rate includes workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.

4.3 The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted annually to reflect changes in salary, workers' compensation, and administrative overhead costs, as may adopted by the Los Angeles County Board of Supervisors.

4.5 Annual rate adjustments shall be made by the County's Auditor-Controller in accordance with the policies and procedures for the determination of such rate as adopted by the Los Angeles County Board of Supervisors.

4.6 The City shall authorize and execute an annual Los Angeles County Sheriff's Department Deployment of Personnel Form, SH-AD 575, by July 1st of every year hereinafter authorizing services to be performed at the current prevailing rates established throughout the term of this Agreement. The revised form shall be attached to this Agreement as an Amendment to this Agreement pursuant to Section 9.0, Amendments.

5.0 PAYMENT PROCEDURES

5.1 The County shall render to the City a summarized monthly invoice which details all services performed under this Agreement, and the City shall pay the County within sixty (60) days after date of said invoice.

5.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.

5.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

5.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) days, invoices deemed uncollectible shall be forwarded to the Referral Section of the Los Angeles County Department of Collections for appropriate action.

5.5 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

6.0 INDEMNIFICATION

6.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

6.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

7.0 TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2011 through June 30, 2016, unless sooner terminated or extended as provided herein.

8.0 RIGHT OF TERMINATION

8.1 The County or the City may terminate this Agreement upon sixty (60) days advance written notice to the other party.

8.2 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the provision of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.

8.3 In the event of such a circumstance, the Sheriff will provide at least ten (10) days notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten (10) days notice, in which event the Sheriff shall provide such notice of less than ten (10) days as is feasible and practical under the circumstances.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

11.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

13.1 Unless otherwise specified herein, all notices, requests, demands, or communications required or permitted to be given or made under this Agreement shall be in writing as follows:

a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.

b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

c. Certified mail. When mailed certified, return receipt requested, notice is

effective on receipt, if delivery is confirmed by a return receipt.

d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

13.2 Addresses for the purpose of giving notice to City are as follow:

City Clerk Larry Herrera
City of Long Beach
Lobby Level, 333 W. Ocean Blvd.
Long Beach, CA 90802
Fax: (562) 570-6789

With a copy to:
Lt. Joel Cook
Long Beach Police Department
Attn: Detective Division/Family Services Section
400 West Broadway, Long Beach, CA 90802
Fax: (562) 570-7456

13.3 Addresses for the purpose of giving notice to County are as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
4700 Ramona Boulevard
Monterey Park, California 91754

13.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A and Exhibit B, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and signed by both parties.

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 // JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR DNA CRIME LAB SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LONG BEACH

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

77569

COUNTY OF LOS ANGELES

By Mike Antonovich
MICHAEL D. ANTONOVICH
Mayor, County of Los Angeles

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

By _____
Deputy

APPROVED AS TO FORM
May 25, 2011
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH

Assistant City Manager

By _____
Patrick H. West
City Manager, City of Long Beach

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

ATTEST:

By _____
City Clerk, City of Long Beach

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By_____
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK

1.0 SCOPE OF WORK

The County, through the Sheriff's Department, will provide the services of one (1) full-time equivalent Senior Criminalist position to assist the City of Long Beach, through its Long Beach Police Department, in completing forensic DNA testing.

2.0 RESPONSIBILITIES

The Sheriff's Department and the Long Beach Police Department duties and responsibilities for the term of the Agreement are as follows:

2.1 SHERIFF'S DEPARTMENT

2.1.1 Assigning one (1) full-time equivalent DNA trained Senior Criminalist, with the requisite supplies and equipment, to complete the Long Beach Police Department's DNA cases. All analysts examining evidence under this Agreement are required to meet all minimum requirements for education, training, experience, and proficiency testing as required by ASCLD/LAB and the FBI's DNA quality assurance standards.

2.1.2 Completing cases and the number and the types of case samples based on the priorities set by the Long Beach Police Department, regardless of crime category.

2.1.3 Providing direction and training, when necessary, to the Long Beach Police Department in areas relating to sample collection, crime scene investigation, case sample testing, policy, and any other type of information requirements or consultations related to forensic DNA testing.

2.1.4 Providing, when available and necessary, trained project personnel to respond to crime scenes for consultation and crime scene documentation and collection.

2.1.5 Providing a Project Supervisor, who shall act as a central point of contact with the Long Beach Police Department. The Project Supervisor/alternate shall have full authority to act for the Sheriff's Department on all matters relating to the daily operation of the Agreement. The Project Supervisor for the Sheriff's Department for all matters relating to the performance of this Agreement shall be the Captain of the Scientific Services Bureau (or his/her designee).

2.1.6 Records of the County's time pertaining to the project, and records of accounts between the City of Long Beach and the County, will be kept on a generally recognized accounting basis. The County will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the City of Long Beach during normal working hours. The County will maintain these records for three (3) years after final payment by the City.

2.2 LONG BEACH POLICE DEPARTMENT

2.2.1 Providing funding for one (1) full-time equivalent DNA trained Senior Criminalist. The funding shall provide the service to fulfill required practices to be completed by the assigned Sheriff's Department personnel, which include but are not limited to courtroom testimony, reagent preparation, analyst proficiency testing, and other quality assurance measures.

2.2.2 Providing and maintaining the priority list of cases and samples that will be analyzed under the scope of this Agreement. The priority must be clearly communicated to the Project Supervisor and/or the assigned Senior Criminalist.

2.2.3 Allowing the completion of adjoining or nearby city police department cases when the priority of the Long Beach Police Department's casework is completed.

2.2.4 Providing a Project Manager, who shall act as a central point of contact with the Sheriff's Department. The Project Manager/alternate shall have full authority to act for the Long Beach Police Department on all matters relating to the daily operation of this Agreement. The Chief of the Long Beach Police Department is hereby designated as the contact officer for all matters relating to the Los Angeles County Sheriff's Department performance of this Agreement. The Los Angeles County Sheriff's Department shall not take direction from any City of Long Beach employee or official other than the contact officer (or his/her designee).

3.0 MATERIALS AND EQUIPMENT

The purchase of all materials and equipment to provide the required services will be provided by the Sheriff's Department. If cost of the materials and equipment to provide services does not meet the Sheriff's Department's current criteria for testing and approval

causes the Sheriff's Department's total cost under the Agreement to exceed the annual billing rates, the Long Beach Police Department, at its option, may provide additional funding for the purchase of materials and supplies used during the testing of its cases and samples.

4.0 OVERTIME

The Long Beach Police Department shall provide, when available and necessary, funding for optional overtime for the assigned DNA Senior Criminalist or other Sheriff's Department personnel as determined by the Long Beach Police Department. Prior to performing any overtime work, the Long Beach Police Department shall provide written authorization (memorandum, fax, or email) for the time expenditure. If the overtime work exceeds the Sheriff's Department estimate, the Long Beach Police Department Project Manager or assigned designee must be notified and approve the excess cost.

5.0 QUALITY ASSURANCE

The Sheriff's Department has established and utilizes a comprehensive Quality Assurance Program that is appropriate to the testing activities to assure a consistently high level work product. The Long Beach Police Department may observe performance and activities, and review documents relevant to this agreement at any time during normal business hours. However, the Long Beach Police Department may not unreasonably interfere with the Sheriff's Department's performance nor be able to modify or alter established testing or quality assurance procedures.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

FY 2011/2012
ESTIMATED CHARGES & SERVICE HOURS
Long Beach Police Department

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 6 %	TOTAL COST WITH LIABILITY	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT						
Senior Criminalist	$ 151,107	1	$ 151,107.00	N/A	$ 151,107.00	1.00
ESTIMATED COST FOR SERVICE UNITS			$151,107.00			
			Liability @ 6% =	$0.00		PERSONNEL
			TOTAL ESTIMATED COST		$151,107.00	1.00

REV: 04/11

EXHIBIT B