



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



April 14, 2026

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

Dear Supervisors:

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Supplemental Law Enforcement Services Agreement for DNA Crime Lab Services (Agreement) with the City of Long Beach (City) for the provision of services by one (1) full-time equivalent Senior Criminalist, effective July 1, 2026, through June 30, 2031.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff or his designee to execute an Agreement, substantially similar to the attached Agreement, with the City to provide the services of one (1) full-time equivalent Senior Criminalist, effective July 1, 2026, through June 30, 2031. The annual cost of services is fully funded by the City.
2. Delegate authority to the Sheriff to execute any and all amendments to the Agreement, ensuring any negative fiscal impact to the County is avoided.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this Agreement is to provide the City with the services for one (1) full-time equivalent Senior Criminalist to perform DNA analysis and testing, and Combined DNA Index System (CODIS) submission and evaluation, when requested by the City for the period from July 1, 2026, through June 30, 2031. The City has contracted for this service since July 1, 2006. The current agreement will expire on June 30, 2026. This Agreement will not result in the creation of an additional Senior Criminalist position, as the position was previously created for the current agreement.

Implementation of Strategic Plan Goals

This Agreement is consistent with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency.

FISCAL IMPACT/FINANCING

There is no net County cost to this Agreement. The City shall pay the Department for the services according to the appropriate and prevailing billing rate as determined by the Auditor-Controller. The City is aware the billing rate will change at the beginning of every fiscal year hereafter as determined by the Auditor-Controller.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City desires to continue to retain the services of a DNA Criminalist to enhance the successful prosecution of criminal cases requiring DNA forensics.

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

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

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will improve the quality of 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 county-wide service without directly recovering cost.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Office return the adopted Board letter to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



ROBERT G. LUNA
SHERIFF

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

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**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 (“Agreement”) is made by and between the County of Los Angeles (“County”) and the City of Long Beach (“City”) for the performance of DNA Crime Lab Services by the Los Angeles County Sheriff’s Department (“Sheriff’s Department”).

RECITALS

- (a) Whereas, the City is desirous of contracting with the County for the performance of DNA Crime Lab Services by the Sheriff’s Department; and
- (b) 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
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth herein; and
- (d) Whereas, this Agreement is authorized by Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code.

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

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's Department 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's Department and the City.
- 2.3 The Sheriff's Department, 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 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.
- 3.4 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 for the City.
- 3.5 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 performance under this Agreement, unless such injury or sickness is proximately caused by acts or omissions of the City, its officers, agents or employees.

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, Senior Criminalist Rate, as established by the County Auditor-Controller.

- 4.2 The billing rates set forth on Exhibit B, Senior Criminalist Rate, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 4.3 The billing rates published, DNA Criminalist Rates, are developed and deemed appropriate by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff – Reserves), the administration of workers' compensations benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

5.0 PAYMENT PROCEDURES

- 5.1 The County, through the Sheriff's Department, 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) calendar 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) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount and reasons for dispute within (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within (60) calendar days after the dispute resolution is memorialized.

- 5.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the due date of the invoice for the month in which the services were performed. After ninety (90) calendar 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) calendar 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, agents and volunteers ("County Indemnitees") 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 6.2 The County shall indemnify, defend, and hold harmless the City, its employees, agents and volunteers ("City Indemnitees") 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 and/or relating to this Agreement, except for such loss and damage arising from the sole negligence or willful misconduct of the City Indemnitees.

7.0 TERM OF AGREEMENT

7.1 The term of this Agreement shall commence upon execution of by the Sheriff or his designee or July 1, 2026, whichever is later, and shall terminate on June 30, 2031, unless sooner terminated or extended as provided herein.

7.2 This Agreement will be funded by the City on a fiscal year basis.

8.0 RIGHT OF TERMINATION

8.1 The County or the City may terminate this Agreement upon sixty (60) calendar 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) calendar days notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten (10) calendar days notice, in which event the Sheriff shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

9.0 AMENDMENTS

With the exception of Amendments made pursuant to Paragraph 4.0, all other 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 or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. 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.

13.2 Notices to the County shall be addressed as follows to City are as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
(213) 229-1647

13.3 Notices to the City shall be addressed as follows:

City Clerk Monique De La Garza
City of Long Beach
411 W. Ocean Blvd. (Lobby Level)
Long Beach, California 90802
(562) 570-6101

With a copy to:

Long Beach Police Department
Jessica Villalobos
Attn: Contracts and Grants Administrator
400 West Broadway
Long Beach, California 90802
(562) 570-7598

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.

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**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 executed by the Sheriff, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff, County of Los Angeles

Date _____

CITY OF LONG BEACH, a Municipal
Corporation

By _____
THOMAS B. MODICA
City Manager, City of Long Beach

Date _____

ATTEST:

APPROVED AS TO FORM

By _____
MONIQUE DE LA GARZA
City Clerk, City of Long Beach

By _____
DAWN MCINTOSH
City Attorney, City of Long Beach

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Michele Jackson
Deputy County Counsel