

# 36233

## 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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**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 and entered into this 1<sup>st</sup> day of JUN, 2021 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 last day of 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, 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**

- 7.1 The term of this Agreement shall commence upon execution of by the Sheriff or his designee or July 1, 2021, whichever is later, and shall terminate on June 30, 2026, 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 which do not require the signature of either party, 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, 7<sup>th</sup> 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  
Sergeant Curtis Yee  
Attn: Detective Division/Special Victims Section  
400 West Broadway  
Long Beach, California 90802  
(562) 570-5994

**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**

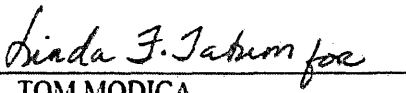
IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By   
ALEX VILLANNEVA  
Sheriff, County of Los Angeles

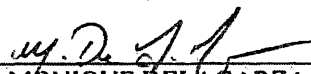
Date 04/06/22

CITY OF LONG BEACH, a Municipal Corporation

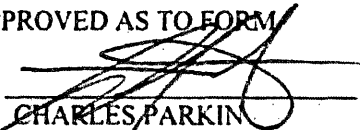
By   
TOM MODICA  
City Manager, City of Long Beach

Date 1/6/2022

ATTEST:

By   
MONIQUE DELAGARZA  
City Clerk, City of Long Beach

APPROVED AS TO FORM

By   
CHARLES PARKIN  
City Attorney, City of Long Beach

1-5-22

APPROVED AS TO FORM:  
RODRIGO A. CASTRO  
County Counsel

By   
Principal Deputy County Counsel

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

**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

CITY: Long Beach Police Department


FISCAL YEAR: 2021-2022

EFFECTIVE DATE: July 1, 2021

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
356	SHERIFF SERVICE UNIT				
	Senior Criminalist	1.00	1.00	0.00	

REPORT PREPARED BY: Mina Cho, Sergeant      DATE: 5/24/2021

SHERIFF APPROVAL: Sergio V. Escobedo, Captain      DATE: 5/24/2021  
Contract Law Enforcement Bureau Unit Commander

CITY APPROVAL:       DATE: 2/23/22  
CITY OFFICIAL "I certify that I am authorized to make this change on behalf of the City"

PROCESSED AT CLEB BY: \_\_\_\_\_      DATE: \_\_\_\_\_

BILLING MEMO REQUIRED:  
 "BLUE" REQUIRED:  
 MINUTE PROGRAM:  
 REV: 060112

NO	YES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
EXHIBIT B

CHARGES & SERVICE HOURS  
Long Beach Police Department  
FY 21-22

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT									
Senior Criminalist	\$ 218,836	1	\$ 218,836.00	N/A	\$ 218,836.00	1789	1,789	107,340	1.00
ESTIMATED COST FOR SERVICE UNITS			\$218,836.00	Liability= N/A					
					TOTAL ESTIMATED COST				
					\$218,836.00	CIVILIAN	1,789	107,340	1.00

REV. 04/05  
EXHIBIT B