

**CONTRACT  
TABLE OF CONTENTS  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
& THE CITY OF LONG BEACH  
29754**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
	<b>RECITALS.....</b>	<b>2</b>
<b>1.0</b>	<b>CONTRACT AUTHORIZATION.....</b>	<b>2</b>
<b>2.0</b>	<b>ADMINISTRATION OF PERSONNEL.....</b>	<b>3</b>
<b>3.0</b>	<b>CONTRACT PROVISIONS.....</b>	<b>3</b>
<b>4.0</b>	<b>DEPLOYMENT OF PERSONNEL.....</b>	<b>3</b>
<b>5.0</b>	<b>CONTRACT SUM.....</b>	<b>4</b>
<b>6.0</b>	<b>PAYMENT PROCEDURES.....</b>	<b>5</b>
<b>7.0</b>	<b>INDEMNIFICATION.....</b>	<b>5</b>
<b>8.0</b>	<b>TERM OF CONTRACT.....</b>	<b>6</b>
<b>9.0</b>	<b>RIGHT OF TERMINATION.....</b>	<b>6</b>
<b>10.0</b>	<b>ENTIRE AGREEMENT.....</b>	<b>7</b>
	<b>SIGNATURES.....</b>	<b>8</b>

**AGREEMENT TO PROVIDE  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

**29754**

THIS AGREEMENT, made and entered into this 1st day of July, 2006, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the city of LONG BEACH, hereinafter referred to as "City:"

**RECITALS**

a) The City is desirous of contracting with the County for the performance of the hereinafter described supplemental law enforcement services by the County of Los Angeles through the Sheriff thereof, hereinafter referred to as "Sheriff."

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions hereinafter set forth.

(c) Such contracts 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 and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

**1.0 CONTRACT AUTHORIZATION**

1.1 The County agrees, through the Sheriff, to provide supplemental law enforcement services to the City to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff 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 contract 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 CONTRACT PROVISIONS**

- 3.1 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing 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.
- 3.2 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.

### **4.0 DEPLOYMENT OF PERSONNEL**

- 4.1 Services performed hereunder and specifically requested by the City shall be indicated in the attached Memorandum of Understanding (Exhibit A) and Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575 (Exhibit B). To the extent of the terms of any attachment to this base document may conflict with it, the terms of the this base document shall prevail.
- 4.2 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.

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

## **5.0 CONTRACT SUM**

- 5.1 For and in consideration of the rendition of the services to be performed by the County for the Contractor under this Agreement, the City shall pay the County for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year.
- 5.2 Current rates are reflected in the attached addendum (Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575).
- 5.3 The applicable rates include workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.
- 5.4 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 adopted by the Board of Supervisors.
- 5.5 Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors
- 5.6 The City shall authorize and sign an annual Los Angeles County Sheriff's Department Deployment of Personnel Form, (SH-AD 575) by July 1, of every year hereinafter authorizing services to be performed at the current prevailing rates established throughout the term of this agreement.

## **6.0 PAYMENT PROCEDURES**

- 6.1 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.

- 6.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 6.3 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.
- 6.4 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.
- 6.5 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.

## **7.0 INDEMNIFICATION**

- 7.1 Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.
- 7.2 All persons employed in the performance of the services provided under this Agreement shall be County employees.
- 7.3 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.

- 7.4 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.
- 7.5 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.
- 7.6 No officer or employee of the city of Long Beach will be personally liable to the County, in the event of any default or breach by the city of Long Beach or for any amount that may become due County.

## **8.0 TERM OF CONTRACT**

- 8.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2006, and shall remain in effect until July1, 2011.
- 8.2 At the option of the Board of Supervisors and with the consent of the City, this agreement may be renewable for successive periods of not to exceed five (5) years each.

## **9.0 RIGHT OF TERMINATION**

- 9.1 Notwithstanding the provisions of this paragraph hereinbefore set forth, the County or the City may terminate this agreement upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 9.2 The Sheriff also reserves the right of termination as mentioned in Section 3.2,

**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
& THE CITY OF LONG BEACH**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair 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 in its behalf by its authorized officer.

COUNTY OF LOS ANGELES  
By *Mike Antonovich*  
MICHAEL D. ANTONOVICH  
Mayor, Board of Supervisors



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

By *Sachi A. Hamai*  
Deputy

CITY OF LONG BEACH

By *Gerald R. Miller*  
GERALD R. MILLER  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM

4/19 2006  
ROBERT E. SHANNON, City Attorney

By *[Signature]*  
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:

Gary Gross  
County Counsel

*Gary Gross*  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

' 94

JUN 20 2006

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE CITY OF LONG BEACH POLICE DEPARTMENT**

SECTION 1. The Long Beach Police Department and the Los Angeles County Sheriff's Department, pursuant to the terms and provisions of the AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES ("Master Agreement"), and entered into by and between the City of Long Beach and the County of Los Angeles for supplemental law enforcement services through the Los Angeles County Sheriff's Department, hereto now agree to the following duties and functions to be commencing on **July 1, 2006**:

A. 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 the Master 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).

B. The principal contact officer for the Los Angeles County Sheriff's Department shall be the Captain of the Scientific Services Bureau (or his/her designee).

C. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
2. 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.
3. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. 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.
5. 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.
6. Addresses for the purpose of giving notice 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 Police Project Manager, Lt. Gary Christensen, Long Beach Police Department  
400 West Broadway, Long Beach, CA 90802  
Fax: (562) 570-7361

D. 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.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE LONG BEACH POLICE DEPARTMENT**

E. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**1.0 SCOPE OF WORK**

The SHERIFF's DEPARTMENT and the LONG BEACH POLICE DEPARTMENT will enter into agreement regarding the services of one (1) full time equivalent Senior Criminalist position to assist the LONG BEACH POLICE DEPARTMENT in completing forensic DNA testing.

**2.0 RESPONSIBILITIES**

The SHERIFF's DEPARTMENT and the LONG BEACH POLICE DEPARTMENT's duties and responsibilities for the term of this agreement are as follows:

**2.1 SHERIFF'S DEPARTMENT**

- 2.1.1 Assigning one (1) full-time DNA trained Senior Criminalist, with the requisite supplies and equipment, to complete the LONG BEACH POLICE DEPARTMENT's DNA cases. All analysts examining evidence for 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.
- 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 years after final payment.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE LONG BEACH POLICE DEPARTMENT**

**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. 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 the Agreement.

**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 do not meet the SHERIFF'S DEPARTMENT'S current criteria for testing and approval causes the SHERIFF'S DEPARTMENT'S total cost under the contract to exceed the Contract Sum, 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**

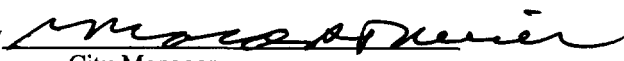
The SHERIFF's DEPARTMENT has established and utilizes a comprehensive Quality Assurance Program that is appropriate to the testing activities to assure a consistently high level work product. The LONG BEACH POLICE DEPARTMENT may observe performance and activities, and review documents relevant to this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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE CITY OF LONG BEACH**

Changes to this Memorandum of Understanding can be made pursuant to agreement by the designated contact officers. The City of LONG BEACH, through its Police Department and the County of Los Angeles, through its Sheriff's Department, has acknowledged and agreed that the specialized law enforcement services set forth in this MOU shall be deemed to be a part of the master Supplemental Law Enforcement Services Agreement.

EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

The CITY OF LONG BEACH

By   
City Manager

The LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

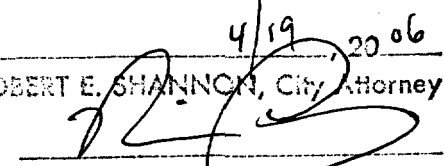
By   
Sheriff

ATTEST:

The LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By   
Deputy County Counsel

APPROVED AS TO FORM

4/19, 2006  
ROBERT E. SHANNON, City Attorney  
By   
DEPUTY CITY ATTORNEY

