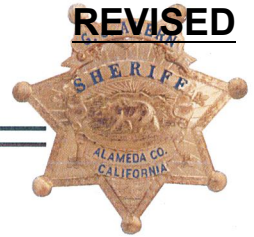


Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA _____ February 9, 2021

January 25, 2021

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF'S OFFICE AND THE CITY OF PIEDMONT TO PROVIDE FORENSIC SERVICES

Dear Board Members:

RECOMMENDATION:

Approve a Memorandum of Understanding between the Sheriff's Office and the City of Piedmont for the Sheriff's Office to provide forensic services through the Criminalistics Laboratory Unit, for the term from 6/1/20 – 12/31/22, which will be fully offset with reimbursement from the City of Piedmont.

DISCUSSION/SUMMARY:

It is the policy of the ACSO to assist the Piedmont Police Department in the identification, preservation and collection of evidence at major crime scenes which occur within their jurisdictional boundaries, using Sheriff's Office personnel. The Criminalist Laboratory provides forensic services for several law enforcement agencies in support of criminal investigations. These services include drug analysis and identification of firearms evidence and forensic DNA analysis. The Crime Laboratory is accredited by the American National Standards Institute -American Society for Quality National Accreditation Board to assure the highest quality of forensic work possible in support of Alameda County's criminal justice system.

This agreement has been approved by the City of Piedmont and County Counsel.

Honorable Board of Supervisors
January 25, 2021
Page 2

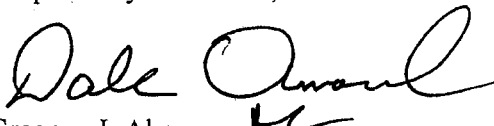
FINANCING:

No additional appropriation is required. The costs associated with this contract will be fully reimbursed by the City of Piedmont. There will be no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

The Memorandum of Understanding between the Sheriff's Office and the City of Piedmont for handling evidence collection at major crime scenes meets the 10X goal pathways of **Crime Free County** in support of our shared vision of **Safe and Livable Communities.**

Respectfully submitted,


Gregory J. Ahern
Sheriff-Coroner

GJA:MMM:mmm

MEMORANDUM OF UNDERSTANDING BETWEEN
ALAMEDA COUNTY SHERIFF'S OFFICE AND CITY OF PIEDMONT
POLICE DEPARTMENT FOR THE PROVISION OF FORENSIC
SERVICES

This Agreement is entered into between the County of Alameda by and through the Alameda County Sheriff's Office, (hereinafter "County") and the City of Piedmont Police Department (hereinafter, the "Department") (collectively, "Parties") to provide Forensic Services (hereinafter "Agreement"). The Parties to this Agreement mutually agree and promise as follows:

1. Term. The effective date of this Agreement is June 1, 2020 and terminates December 31, 2022.
2. Purpose of Agreement. County will provide forensic services through its Criminalistics Laboratory Unit of the Sheriff's Office ("Unit") to the Department to assist in the investigation of criminal matters.
3. County's Obligations. This Agreement applies only to services provided by the Unit, and to the Department, for incidents occurring on and after the effective date of and before the termination of the Agreement.
 - A. County will provide forensic services when requested by the Department. County reserves the right to determine if the service will or can be provided, and the type of service needed based on a review of the evidence, case circumstances, and availability of resources.
 - 1) If County will not or cannot provide the requested service, Department will be so advised.
 - B. County, through staff of the Unit, will monthly invoice the Department for services rendered.
 - (1) The invoice will itemize the charges by including each request for forensic services completed during the invoiced time period and the services provided by the Unit.
 - C. County will prioritize the requests taking into account existing backlogs and priorities from its client base. The County will prioritize the Department's cases based on severity of the crime and urgent public safety concerns, followed by trial deadlines. Routine requests that do not have exigent public safety concerns or trial

C-2021-13

deadlines shall be prioritized based on the date of request.

- D. County will endeavor to provide as timely a service possible based on resources available. If County cannot meet the Department's timeline needs for a particular case, the Department may retrieve the evidence at any time to send to an outside forensic resource. The County will not charge the Department for any administrative overhead under such circumstances.
 - (1) If examinations had occurred by County prior to Department withdrawing the evidence, the Department will be charged for the cost of the examinations conducted prior to the date of withdrawal.
- E. County will provide witness and expert testimony for services rendered at no additional cost to Department.
- F. County reserves the right to modify, add, or stop the scope of forensic services that are provided for any reason, provided that the County first provides the Department 30 days' advance written notice of any such change in services.
- G. County will maintain on-call Unit Staff who will be available twenty-four (24) hours, seven (7) days a week to provide technical advice to the Department for homicide or other major felony scene processing involving complex evidence issues.
 - (1) Department agrees to have trained staff respond to scenes to handle the routine aspects of crime scene documentation or processing on cases involving call out of County staff.
 - (2) The Department shall provide security for County staff for all crime scene responses.
 - (3) County staff will not be responsible for processing crime scenes in which there is a significant risk of injury or death to said staff. Such judgement shall be made solely by the County.
- H. County will provide forensic consultation services to Department to assist Department in their investigation or to advise Department as to what evidence should be submitted and what forensic services should be requested.

- 4. Department's Obligations. The cost for the in-lab testing services provided by County will be based on the Board of Supervisor's approved Forensic Services Fee Schedule that is in effect when the request for service is made. Department shall pay County, in full, no later than 60 days after receipt of

invoice.

For crime scene processing, evidence collection, technical advice and forensic consultation, the Department agrees to provide the County with full financial reimbursement, at actual cost, for any and all personnel cost and expended equipment or supplies utilized by the County in response to a Department request for services.

- A. Department will abide by County's requirements for evidence packaging and request for service procedures.
 - 1) County may change packaging or request procedures and will notify Department of such changes.
 - B. Department will notify County of exigencies pertaining to the prioritization needs of the request such as public safety concerns, urgent investigative needs, and suspect flight risks.
 - C. Department will ensure a request for service is rescinded if the work is no longer needed.
 - 1) Department will pay County for work performed on a request in cases where Department failed to notify County that the work was no longer needed, in accordance with the terms of this MOU.
5. Accountability of Funds. County shall account for all funds provided hereunder and maintain appropriate records regarding all work. County shall provide a financial report upon request following each fiscal year in which this Agreement is in effect.
6. County's Employees. County retains control over County's officers and employees providing services hereunder.
7. Property and Equipment. All property and equipment purchased and/or used in the performance of services hereunder by County shall be and remain the property and equipment of the County throughout the term of this Agreement and upon termination of this Agreement. County shall have responsibility for the maintenance of the facilities, equipment, and property used in the performance of services hereunder by County.

8. Termination. This Agreement may be terminated by either Party, at their sole discretion, upon thirty-day advance written notice thereof to the other, and may be canceled immediately by the Parties' written mutual consent.
9. Disputes. Disagreements between County and Department concerning the meaning, requirements, or performance of this Agreement shall be subject to final written determination by the Sheriff of Alameda County, or his designee.
10. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agents, servant, employee, partnership, joint venture or association.
11. Restrictions. As required by Government Code Section 26227, the powers of the parties under this Agreement shall be subject to the restrictions of such powers applicable to Alameda County.
12. Modifications and Amendments. This Agreement may only be modified or amended by the mutual written agreement of Department and the County.
13. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
14. Mutual Indemnification. Department shall indemnify and hold harmless County, its officers and employees from and against damages, liabilities, losses, costs, and expenses, including attorney's fees, but only to the extent caused by the willful misconduct or negligent acts, errors or omissions of the Department in its performance of this agreement.

County shall indemnify and hold harmless Department, its officers and employees from and against damages, liabilities, losses, costs, and expenses, including attorney's fees, but only to the extent caused by the willful misconduct or negligent acts, errors or omissions of the County in its performance of this agreement.

Neither the County nor the Department shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.
15. Notices. Any notices, requests, demands or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been given on the date of service if served personally on

the party to whom notice is to be given, or on the date of receipt if sent by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

COUNTY: Alameda County Sheriff's Office
Criminalistics Laboratory
2901 Peralta Oaks Ct., 3rd Floor
Oakland, CA 94605

CITY OF PIEDMONT: Piedmont Police Department
City of Piedmont
403 Highland Ave.
Piedmont, CA 94611

COUNTY OF ALAMEDA

By *Keith Carson*
President, Board of Supervisors

Date 2/23/21

CITY OF PIEDMONT

By *Teddy King*
Teddy King, Mayor

Date 2021-01-06

ALAMEDA COUNTY SHERIFF'S OFFICE

By _____

Gregory J. Ahern, Sheriff/Coroner
Alameda County Sheriff's Office

Date _____

Approved as to form by:

OFFICE OF THE COUNTY COUNSEL,
Donna R. Ziegler, County Counsel

By *Clay J. Christensen*
Clay J. Christensen
Deputy County Counsel

Approved as to form by:

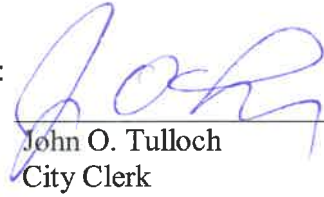
CITY ATTORNEY'S OFFICE

By _____

Clay J. Christianson,
Deputy County Counsel

Michelle Marchetta Kenyon, City Attorney

Attest:




John O. Tulloch
City Clerk


the party to whom notice is to be given, or on the date of receipt if sent by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:


COUNTY: Alameda County Sheriff's Office
Criminalistics Laboratory
2901 Peralta Oaks Ct., 3rd Floor
Oakland, CA 94605

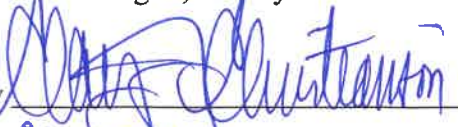
CITY OF PIEDMONT: Piedmont Police Department
City of Piedmont
403 Highland Ave.
Piedmont, CA 94611

COUNTY OF ALAMEDA
By 
President, Board of Supervisors
Date 2/23/21

CITY OF PIEDMONT
By _____
Teddy King, Mayor
Date _____

ALAMEDA COUNTY SHERIFF'S OFFICE
By 
Gregory J. Ahern, Sheriff/Coroner
Alameda County Sheriff's Office
Date 1/25/21

Risk Management
Approved By: 
Date: 1/22/2021

Approved as to form by:
OFFICE OF THE COUNTY COUNSEL,
Donna R. Ziegler, County Counsel
By 
Clay D. Christianson
Deputy County Counsel

Approved as to form by:
CITY ATTORNEY'S OFFICE
By 