April 2, 2012

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

Dear Board Members:

SUBJECT: APPROVE AN AMENDMENT OF CONTRACT WITH THE CITY AND COUNTY OF SAN FRANCISCO TO PROVIDE CRIME LAB ANALYSIS

RECOMMENDATION:
It is respectfully requested that your Honorable Board authorize the President of the Board of Supervisors to sign the amendment to extend the Contract between the Alameda County Sheriff’s Office (ACSO) and the City and County of San Francisco for the Sheriff’s Office Crime Lab. This will extend the existing agreement to provide analysis of controlled substances in the amount of $610,500 for the period of one year beginning March 01, 2012 to February 28, 2013.

DISCUSSION/SUMMARY:
In March of 2010 the Alameda County Sheriff’s Office Crime Lab began analyzing controlled substance samples for the San Francisco Police Department. The San Francisco Police Department has requested the continued assistance of the Alameda County Sheriff’s Office Crime Lab in the required testing of narcotic evidence in criminal cases. The ACSO Crime Lab was selected based on our reputation and accreditation.

The previous contract signed by the Board to perform these services has expired. Subsequently, an amendment to extend the contract has been established to continue performing these services for an additional year. The contract value is set at $610,500 per year, which will cover necessary operational costs for the Sheriff’s Office to ensure contractual obligations are met. We will return to the board periodically to request an appropriation offset by actual revenue received.

While the Crime Lab is a discretionary service, a regional need exists for these services for the City and County of San Francisco. The contract has been approved by the San Francisco Police Chief and City Attorney, our County Counsel and Risk Management.
FINANCING:
This action will not increase net County cost in FY 2011-2012 or in future years.

Respectfully submitted,

[Signature]
Gregory J. Ahern
Sheriff-Coroner

GJA:MMM:mmm

cc: Susan Muranishi, County Administrator
First Amendment

THIS AMENDMENT (this "Amendment") is made as of January 5, 2012, in San Francisco, California, by and between County of Alameda, through its Sheriff's Office ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

   a. Agreement. The term "Agreement" shall mean the Agreement dated March 1, 2011 between Contractor and City.

   b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

   a. Section 2, Term. Section 2 of the Agreement currently reads as follows:

   Subject to Section 1, the term of this Agreement shall be from March 1, 2011, to February 29, 2012, with one option to extend the term of the Agreement for up to one year, upon the Parties’ mutual agreement.

   Such section is hereby amended in its entirety to read as follows:

   Subject to Section 1, the term of this Agreement shall be from March 1, 2011, to February 28, 2013.

   b. Section 5, Compensation. Section 5 of the Agreement currently reads as follows:

   In no event shall the amount of this Agreement exceed $610,500 (six hundred, ten thousand, five hundred dollars). The breakdown of costs and the invoicing schedule associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to
Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department, in its sole discretion, as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of this Agreement exceed $1,221,000 (one million two hundred twenty one thousand dollars). The breakdown of costs and the invoicing schedule associated with this Agreement appear in Appendix B-1, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department, in its sole discretion, as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

c. Appendix A-1, Scope of Work. Appendix A-1 of the Agreement sets the scope of work for services under the Agreement.

Such Appendix is hereby amended as follows:

- To provide updated information for the Police Department Management Team.

An amended Appendix A-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A-1 supersedes all prior versions of Appendix A-1.

d. Appendix B-1, Calculation of Charges. Appendix B-1 of the Agreement sets the calculation of charges for services under the Agreement.

Such Appendix is hereby amended as follows:

- To reflect the new not to exceed amount of the Agreement for the extended term.

An amended Appendix B-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix B-1 supersedes all prior versions of Appendix B-1.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 5, 2012.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Gregory P. Suhr
Chief of Police
San Francisco Police Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Katharine Hobin Porter
Deputy City Attorney

CONTRACTOR

Alameda County Sheriff’s Office

City vendor number: 42425

CountY OF ALAMEDA

By: ____________________________
President
Alameda County Board of Supervisors
Date: ____________________________

Reviewed by Risk Management:

By: ____________________________
Date: 3/22/2012

Appendices:
Amended Appendix A-1, Scope of Work, dated January 5, 2012
Amended Appendix B, Calculation of Charges, dated January 5, 2012
1. GENERAL DESCRIPTION OF WORK

The Contractor shall perform comprehensive forensic analyses on the San Francisco Police Department's entire annual caseload of controlled substance samples, approximately 4,500-5,000 cases per year.

Specifically, the Contractor shall provide three primary services:
- The Contractor shall ensure proper chain of custody throughout the Contractor’s possession of evidence.
- Comprehensive forensic analyses of the samples for evidentiary purposes to identify chemical composition and name and other information needed for arrest and/or prosecution.
- Investigation and prosecution assistance, including preparation, Proposition 115 interviews and in-person court testimony as to the methodologies used and identification of samples tested by Contractor.

In addition, Contractor shall regularly confer with SFPD as to the efficacy and quality of processes and work flow, and work with SFPD to make improvements to processes and workflow throughout the term of the Agreement.

2. PROJECT DEFINITIONS AND ROLES & RESPONSIBILITIES

| The City | The City and County of San Francisco |
| City Team | |
| SFPD Management Team | Capt. Louis Cassanego (SFPD Forensic Services)  
Lt. Daniel Perea (SFPD Crime Lab)  
Martha Blake, (SFPD Crime Lab Quality Assurance Manager)  
Lois Woodworth (Project Manager, SFPD)  |
| District Attorney Team | Chief of Criminal Division  
Managing Head of Narcotics |
Contractor – Alameda County, Sheriff’s Office (ACSO) Crime Laboratory

Contractor’s Team –
Capt. Neal Christensen, ACSO Crime Laboratory and Coroner’s Bureau
Steven Hayes, ACSO Crime Laboratory Director and ACSO Project Manager
Juan Gomez, Supervising Criminalist
David Chun, Supervising Criminalist
Ann Keeler, Criminalist III
Penny Ritter, Criminalist II
Marco Romo, Criminalist II
Elynne Salazar, Criminalist II
Jason Otis, Criminalist II

Other Definitions:
Agreement - The contract between the City and Contractor setting forth their rights and duties regarding narcotics testing services for the SFPD, including any appendices and amendments to that contract.
ACSO – Alameda County Sheriff’s Office
ACSO Crime Lab – Alameda County Sheriff’s Office Crime Laboratory
Chain of Custody – The documentary and/or electronic record identifying each person who had custody of evidence, from the time it was seized to the time it was brought into the courtroom.
Contractor – Alameda County, through its Sheriff’s Office.
Contractor’s Project Manager – The first point-of-contact for and with whom the City has direct and consistent contact for work under the Agreement.
Controlled Substance – A drug or chemical substance whose possession and use are controlled by law.
DEA – United States Drug Enforcement Agency.
Discovery Requests – Pretrial disclosures of documents relevant to a criminal case; enables one side in a litigation to elicit information from the other side concerning the facts in the case.
District Attorney – The San Francisco District Attorney, the official prosecutor for the City and County of San Francisco, or attorneys in the District Attorney’s Office.
SFPD or Department – San Francisco Police Department.

3. PROJECT APPROACH

3.1 Project Staffing: The City, in its sole discretion, has the right to approve or disapprove Contractor’s personnel assigned to perform the services under this Agreement at any time throughout the term of this Agreement. In the event the City should disapprove any of the Contractor’s personnel, the Contractor shall have the right to adjust the forensic analysis turnaround time from five (5) business days to eight (8) business days for a minimum of thirty (30) calendar days but not to exceed ninety (90) calendar days to make staffing adjustments and
hire new personnel during this window where the required turnaround time is eight (8) business days, an excessive backlog discount, as described in Appendix B-1, Calculation of Charges, is still fully in effect.

The City shall have the right to review the qualifications of any new personnel proposed by the Contractor. Any change to Contractor's personnel must be approved in writing by the City at least fourteen (14) calendar days in advance of assignment of such personnel by the Contractor. Such approval by the City shall not be unreasonably withheld.

The Contractor shall maintain the staffing levels necessary to address a maximum caseload of approximately 5,000 cases annually and meet the required five (5) business day turnaround time for testing evidence samples. Staffing level considerations shall include both overall staffing for controlled substance testing and daily staffing at the lab to conduct controlled substance testing.

Per ACSO Crime Laboratory policy, if there is any question regarding the reliability or accuracy of any casework or test result, Contractor shall notify the SFPD and the District Attorney of the potential for concern immediately and not longer than two (2) calendar days of becoming aware of the concern. Contractor shall ensure that the employee concerned is afforded remedial training and not assigned casework under this Agreement during the period of training.

Contractor shall not permit any employee with potential Brady material to perform services under this Agreement without written approval from the SFPD and District Attorney. Potential Brady material is information known to Contractor about misconduct or credibility issues of an employee that the District Attorney may be required to disclose in a criminal case under the requirements of Brady v. Maryland (1963) 373 U.S. 83. The Contractor shall provide the District Attorney all relevant information required by Brady v. Maryland as requested. For example, upon request from the District Attorney, the Contractor shall provide response letters regarding an employee indicating "no information relating to Brady v. Maryland" or "file motion under Evidence Code 1043. Notwithstanding any provision in this Agreement, Contractor is not required to provide any information or records protected from disclosure under California Penal Code sections 832.7 to 832.8 or any other relevant privilege, except pursuant to Court order.

3.2 Roles and Responsibilities: The Contractor's Project Manager shall manage the Contractor's Team to ensure that it completes all work and obligations described in this Agreement. The Contractor shall provide work products as outlined in Section 4, Contract Work Plan. The SFPD Management Team reserves the right to require the Contractor to provide additional supporting documentation of work and deliverables upon request.

The SFPD Project Manager will provide oversight to ensure that the Contractor is meeting staffing, timeline, budget, and work product requirements described in this Agreement. The Project Manager will determine whether invoices are accurate and acceptable to approve for payments in accordance with Appendix B, and will coordinate all contract administration matters. The SFPD Management Team will make reasonable efforts to resolve any problems or provide information requested by the Contractor necessary to perform the services under this Agreement.

The Contractor shall maintain accreditation with ASCLD-LAB (or another accrediting agency acceptable to the SFPD and District Attorney) and maintain a license from the Drug Enforcement Administration (DEA) to maintain controlled substances for the term of the Agreement. Upon request, Contractor shall provide documentation to SFPD and District Attorney that verifies current accreditation and licensing compliance, including, but not limited to, certificates, audits, and standards manuals.
3.3 **Contract Management and Communications:** The Project requires effective project management, including communicating regarding the following topics, through a weekly meeting between the Contractor and SFPD Project Manager.

- Effectiveness of processes
- Status of cases, including any backlog in testing
- Problem-solving any issues related to SFPD case work
- Planning and/or monitoring workload

Contractor shall submit a written report each week to the SFPD Project Manager, identifying any backlog (samples in which results have not yet been returned after the five (5) business day turn-around time) in sample testing, stating the specific amount currently backlogged. The report shall include the SFPD identification number, the date Contractor received the sample and current status of testing.

4. **CONTRACT WORK PLAN**

The work plan will consist of three primary work tasks.

- The Contractor shall ensure proper chain of custody throughout transit of substances and while under the control of the Contractor.
- The Contractor shall also perform comprehensive forensic analyses of the samples for evidentiary purposes to identify chemical composition and name, and other information needed for arrest and/or prosecution.
- Finally, the Contractor shall provide investigation and prosecution assistance, including preparation, Proposition 115 interviews and in-person court testimony as to the methodologies used and identification of the samples tested by Contractor.

The Contractor shall regularly confer with SFPD as to the efficacy of processes and workflow and work with SFPD to make improvements to processes and workflow throughout the term of the Agreement.

Contractor shall test SFPD controlled substance evidence samples, and return the samples and test results to the SFPD, within five (5) business days of receiving a sample from SFPD.

The estimated distribution of controlled substances over the course of one year is as follows, but the City makes no claim as to actual distribution:

- Cocaine – 25%
- Methamphetamine – 10%
- Marijuana – 15%
- Heroin – 10%
- Pharmaceutical Products – 15%
- Remainder (LSD, MDMA, GHB, etc.) – 25%

**A. Transportation/Delivery Protocol**

The City is responsible for transporting controlled substances evidence samples between the SFPD Property Unit and the ACSO Crime Laboratory. It shall provide at least two lockboxes for secured transportation of controlled substance samples. Only personnel in the SFPD Property Unit and ACSO Crime Lab Property Unit shall have keys to the lockboxes.
Standard Daily Procedure:

ACSO Crime Laboratory personnel shall place tested samples and results into a secured lockbox by 0700 each weekday. The lockbox shall contain electronically-tagged evidence envelopes, results, chain of custody documentation, and a manifest of contents. City personnel shall pick up the lockbox at approximately 0700 each weekday (excluding legal holidays).

City personnel shall then deliver that lockbox to the SFPD Property Unit at which time, the SFPD Property Room personnel shall immediately open and verify the lockbox contents with the manifest before allowing the courier to depart. SFPD personnel shall immediately report any manifest discrepancies to the attention of the ACSO Crime Laboratory Director and the SFPD Project Manager by no later than noon on the day of the delivery. The parties shall make all reasonable efforts to resolve the discrepancy within 24 hours.

After delivering the lockbox to the SFPD Property Unit, City personnel shall collect a second secured lockbox containing samples ready for testing. Each evidence envelope shall have an electronic tag identifying the case. SFPD personnel shall include a manifest in the lockbox, identifying all evidence envelopes in the lockbox. City personnel shall deliver the secured lockbox from the SFPD Property Unit to the ACSO Crime Laboratory by approximately 0900 hours at which time Contractor shall immediately open and verify the lockbox contents with the manifest, before allowing the City personnel to depart. Contractor shall immediately report any manifest discrepancies to the attention of the ACSO Crime Laboratory Director and the SFPD Project Manager by no later than noon on the day of the delivery. The parties shall make all reasonable efforts to resolve the discrepancy within 24 hours.

Contractor’s personnel shall log all evidence in the SFPD lockbox into the Crime Laboratory’s Laboratory Information Management System, and ensure each sample is bar-coded and secured in the Crime Laboratory’s secured evidence locker.

B. Forensic Analyses

The Contractor shall perform comprehensive forensic analyses of SFPD controlled substance samples for evidentiary purposes to identify chemical composition and name and other information necessary for arrest or prosecution.

This subtask includes the following activities:

The Contractor shall:

1. **Prioritize Cases for Testing**
   Prioritize samples in a manner to ensure all court dates are met and a five (5) business day turnaround time is maintained. Should this turnaround time not be met and a backlog of 75 cases or more accumulates, a discount for an excessive backlog shall trigger, as described in Appendix B-1, Calculation of Charges.

2. **Perform Forensic Analyses**
   Maintain proper chain of custody while analyzing each sample within each case provided by SFPD using standard best practice methodologies for controlled substance analyses. Analysts shall complete the requested work in a manner consistent with the Crime Laboratory Technical Procedures, Quality Manual Standards, and relevant ACSO Departmental General Orders, all of which are attached hereto as Appendix C and incorporated by reference as if fully set forth herein. These forensic analyses must include, but are not limited to, the following procedures:
   - Documentation of condition of samples upon receipt.
   - Weights of all samples are recorded.
• Screening tests are performed and documented.
• Confirmation tests are performed and documented.
• Quantity of material consumed in analysis is recorded.
• Samples are appropriately re-sealed and returned to secure storage to prevent tampering, loss or contamination of evidence in preparation for return to SFPD.

3. **Produce Written Reports Including Fully Reviewable Data**

Contractor shall produce a written report for each sample that includes, but is not limited to, the following information:

• Case identifying numbers as provided by SFPD.
• Report of results and net weights of all samples analyzed in the case. Average net weights shall be accepted when packaging is manufactured commercially (e.g., small zip-seal bags) or the packaging material is similar in size and capacity (e.g., "plastic twists"). If a gross weight is provided, at least one sample should be removed from its packaging, analyzed and a net weight provided of that one item in addition to the gross weight.
• Demonstrated technical and administrative review of reports. The Contractor shall conduct a technical and administrative review and produce documentation of such review for each case clearly outlining the tests performed, results and methodology.

The following documentation shall be provided to SFPD on a regular basis, as determined by the SFPD Project Manager and described herein:

a. Every other Friday in a two-week cycle, the SFPD Project Manager may request an upcoming weekday for which Contractor shall provide hard copies of all documentation requested below, including but not limited to analysts' notes and instrumental data for each case analyzed on that day. This request may not exceed a total of ten percent (10%) of the cases in the two-week cycle.

b. Copy of analysts' notes that must include dates work was performed, descriptions of samples as received, and descriptions of analyses performed and the results of those analyses (including any changes to packaging) – e.g., photographs, references to published data for pharmaceutical identifiers, and recordings of descriptions of morphological characteristics for cannabis.

c. Hard copy of all instrumental data (e.g., printed spectra and chromatograms)

d. Results shall be returned to SFPD and the District Attorney's Office in a manner which maintains the confidentiality of the information, and is available by 12 PM on the next weekday (e.g., if SFPD request is for Thursday cases; Contractor shall provide documentation by 12 PM the next day (Friday)).

e. Upon specific request, all cases shall be made available for SFPD Project Manager review at Contractor's facility.

4. **Provide Written Reports to SFPD and District Attorney**

Contractor shall provide written reports described in section 3 above to SFPD and District Attorney in electronic and hard copy formats. Hard copy reports shall be provided in the lockbox. Electronic copy reports shall be provided in the following manner:

• Prior to the Contractor's establishing of an electronic web server, the Contractor shall send electronic format reports via electronic mail (e-mail).
• When Contractor establishes an electronic web server, the Contractor shall post reports on the electronic web server immediately upon completion of testing. Contractor shall provide SFPD and District Attorney access to the location on the web server that houses these reports.

C. **Preparation and Court Proceedings**

The Contractor shall make its personnel available for calls, emails or meetings with SFPD or District Attorney personnel in conducting investigations or preparing for court proceedings,
Proposition 115 interviews, and in-person court testimony as to the methodologies used and identification of samples tested by Contractor.

The Contractor shall:

- **Make relevant Personnel available for Proposition 115 Interviews**
  Require relevant ACSO Crime Laboratory analysts to, at the request of SFPD, participate in Proposition 115 interviews with SFPD personnel via videoconferencing technology during a predefined period of time as determined by mutual agreement between SFPD and the ACSO Crime Laboratory.

- **Perform Other As-Needed Interviews**
  Use telephone, email or videoconferencing technology to have its relevant analysts perform other as-needed interviews with SFPD or District Attorney personnel, as requested by the SFPD or District Attorney.

- **Provide In-Person Court Testimony**
  Make its relevant analysts available to provide in-person court testimony for jury trials or other legal proceedings, as requested by the SFPD or District Attorney. The District Attorney shall make reasonable efforts to provide at least two (2) hours advance notice to the testifying analyst.

- **Prepare and Provide Responses to Discovery Requests**
  Upon request, provide additional documentation to the District Attorney to fulfill discovery requests.
Appendix B-1 – Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor’s total compensation under this Agreement is detailed below, inclusive of all costs and meetings required to complete all work specified in Appendix A-1. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Payment Requests and Insurance Documentation should be sent to:

San Francisco Police Criminalistics Laboratory
c/o Hall of Justice
850 Bryant Street
San Francisco, CA 94103
Attention: Lois Woodworth, Project Manager

Payments
The Contractor shall submit invoices to the SFPD Project Manager by not later than the 20th day of each month, for work actually performed and services provided through the last day of the preceding month. The Contractor shall submit invoices that include the following data:

1. Actual evidence testing completed (number of exhibits tested), with results received by the SFPD and the District Attorney.
2. Actual courier costs and documentation evidencing payment by Contractor for those services; and
3. Any hours of testimony, linked to a specific case and identifying the SFPD or District Attorney personnel with whom Contractor’s personnel met.

Contractor shall provide any other documentation required by SFPD to verify services.

The cost for services is reflected in Table 1 to this Appendix B. The estimated services in that table (e.g., 5,000 cases, including approximately 1.6 exhibits per case, 100 hours in court testimony, and courier service) shall not limit Contractor’s obligation to provide all services required under this Agreement for the term of the Agreement and within the not to exceed amount provided in Section 5.

1) The City has accepted as satisfactory, in the City’s sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement; and
2) Insurance documentation is current in accordance with Section 15 of the Agreement.

Discounts for Excessive Backlogs
Should a backlog of more than seventy-five (75) cases accumulate at any time during the monthly billing period, SFPD shall impose a 15% discount on payments to the Contractor for the billing period in which the backlog occurred, and shall continue to impose the discount until Contractor has eliminated the backlog. Backlogged samples are those that remain untested after the five (5) business day turn-around time. This discount provision shall not waive any other rights or remedies available to City under this Agreement or otherwise.
**Table 1**

Cost and Work Effort Annual Estimate

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<th>Service Provided</th>
<th>Cost per Unit</th>
<th>Estimated Caseload</th>
<th>Estimated Rate per Case</th>
<th>Estimated Total Workload</th>
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<td>Testing of Controlled Substances</td>
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<td>5,000 cases</td>
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<td>50 cases</td>
<td>2 hours/case</td>
<td>100 hours</td>
<td>$10,500</td>
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**Total (annual)** $610,500

Total not to exceed amount for two year term of agreement: $1,221,000.