

**INTER-AGENCY AGREEMENT BETWEEN COUNTY OF CONTRA COSTA
and City of ORINDA FOR
THE PROVISION OF FORENSIC SERVICES**

This Agreement is entered into between the County of Contra Costa, (hereinafter "County") and the City of Orinda (hereinafter "Agency") 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 July 1, 2009, and terminates June 30, 2011.
2. **Purpose of Agreement.** The County will provide forensic services (through the Forensic Services Division of the Office of the Sheriff) to Agency to assist in the investigation of criminal matters.
3. **County's Obligations.** This Agreement applies only to services provided by the Forensic Services Division (FSD) of the office of the Sheriff for incidents occurring on the effective date of and before the termination of the Agreement.
 - A. County will provide forensic services when requested by the Agency. 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 and case circumstances.
 - 1) If County will not or can not provide the service, Agency will be advised of the reason and be provided an alternate resource if the request is determined to be forensically legitimate.
 - B. County, through staff of the Sheriff's Fiscal Unit, will monthly invoice Agency for services rendered.
 - (1) The invoice will itemize the charges to include each request completed during the invoiced time period and the services provided for each request.
 - C. County will prioritize the requests received first 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 deadlines will 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 can not meet Agency's timeline needs for a particular case, Agency may retrieve the evidence at any time to send to an outside forensic resource. Agency will not be charged for any administrative overhead under these circumstances.
 - (1) If examinations had occurred by County prior to Agency withdrawing the evidence, Agency will be charged for the cost of the examinations conducted to date.
- E. County will provide witness and expert testimony for services rendered at no additional cost to Agency.
- F. County reserves the right to modify, add, or stop the scope of forensic services that can be provided dependent upon resources and justice system needs.
- G. County will maintain an on-call crime scene expert who will be available twenty-four (24) hours seven (7) days a week, to provide technical advice to Agency for homicide or other major felony scene processing involving complex evidence issues.
 - (1) Agency must 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) County will, per Officer Involved Protocol, assume lead crime scene responsibility for Officer Involved Protocol cases.
- H. County will provide forensic consultation services to Agency at no charge to assist Agency in their investigation or to advise Agency as to what evidence should be submitted and what forensic services should be requested.

4. Agency's Obligations.

- A. The cost for the service provided by County will be based on the Board of Supervisor's approved Forensic Services Fee Schedule that is in effect during the fiscal year when the

request for service is made. Agency shall pay County, in full, no later than 60 days after receipt of invoice.

B. Agency 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 Agency of such changes.

C. Agency 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.

D. Agency will ensure a request for service is rescinded if the work is no longer needed.

1) County will not be responsible for work done on a request in cases where Agency failed to notify County that the work was no longer needed.

E. Agency will promptly notify County of any requests that are considered confidential such as internal affairs inquiries.

5. Accountability of Funds. County shall account for all funds provided hereunder and maintain appropriate records and reports regarding all work. County shall provide a financial report upon request following each fiscal year in which this agreement was 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 written mutual consent.

9. **Disputes.** Disagreements between County and Agency concerning the meaning, requirements, or performance of this Agreement shall be subject to final written determination by the head of the county department for which this Agreement is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
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 on such powers applicable to Contra Costa County.
12. **Modifications and Amendments.** This Agreement may only be modified or amended by the mutual written agreement of Agency and the Contra Costa Board of Supervisors.
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.** County agrees to indemnify and hold harmless Agency for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this Agreement.

Agency agrees to indemnify and hold harmless County for the Agency's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the Agency in the performance of this Agreement.
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, 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:

Office of the Sheriff-Coroner
651 Pine Street, 7th Floor
Martinez, California 94553
Attn: Contracts and Grants

AGENCY:

Chief of Police
City of Orinda
22 Orinda Way
Orinda, CA 94563

COUNTY OF CONTRA COSTA

CITY OF ORINDA

By _____
Chair, Board of Supervisors
or Designee

By _____
City Manager

ATTEST:

ATTEST:

By _____

By _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By *Kurt Kolby*
Deputy County Counsel

By _____
City Attorney