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JOINT POWERS AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
CITY OF REDLANDS POLICE DEPARTMENT

THIS AGREEMENT is entered into this First day of October 2013, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Redlands Police Department, a governmental entity located outside the County of Orange, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY has the authority, exercised through its Sheriff, to perform forensic analysis and consultations in investigating criminal activity;

WHEREAS, CONTRACTOR has the authority, exercised through its Chief of Police, (hereinafter referred to as CHIEF LAW ENFORCEMENT OFFICER) to perform similar forensic analysis and consultations;

WHEREAS, CONTRACTOR wishes to contract with COUNTY for said analyses and consultations;

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth;

WHEREAS, COUNTY'S Board of Supervisors, by Resolution Number 02-133, has authorized COUNTY'S Sheriff-Coroner, Assistant Sheriff of Investigations/Communications and Director or Assistant Director of Forensic Sciences Services Division (hereinafter referred to as "SHERIFF") to execute agreements of this type on behalf of COUNTY;

1 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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///TERM:

The term of this Agreement shall be the period October 1, 2013 through October 1, 2018, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or CONTRACTOR may terminate this Agreement, without cause, upon fourteen (14) days written notice to the other party.

C. DISPOSITION OF PROPERTY UPON TERMINATION:

If, at the time this Agreement terminates, COUNTY has in its possession items submitted for examination or other evidence provided by CONTRACTOR on which COUNTY has not yet completed forensic analysis, COUNTY shall return said items submitted for examination or other evidence to CONTRACTOR.

D. SERVICES BY COUNTY:

1. COUNTY'S SHERIFF shall administer this Agreement.

At his sole discretion, COUNTY'S SHERIFF, through his Forensic Sciences Services Division, shall render to CONTRACTOR the following forensic analysis and consultation services as requested by CONTRACTOR'S CHIEF LAW ENFORCEMENT OFFICER:

Case Number:

1. Sample and analyze DNA from evidence and standard. Enter any DNA profile foreign to the victim into CODIS. Hours needed to perform analysis will be on a case by case basis.

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SERVICES BY COUNTY (continued)

2. COUNTY'S SHERIFF shall provide all manpower, supervision, training, services, supplies and equipment necessary to perform the analysis and consultation services as required in this Agreement.

3. COUNTY'S SHERIFF shall provide CONTRACTOR with written forensic analysis results within the following time periods after receipt of samples or evidence for analysis:

180 days after receipt of evidence

4. Court testimony required in connection with or pertaining to any forensic analysis and/or consultation will be provided by COUNTY, as agreed by COUNTY'S SHERIFF and CONTRACTOR'S CHIEF LAW ENFORCEMENT OFFICER.

E. PAYMENT:

1. CONTRACTOR agrees to pay to the COUNTY the costs of performing the services mutually agreed upon in this Agreement. The cost of service will be an hourly rate that includes: salaries, wages, benefits, services, supplies, equipment, and divisional, department and County General overhead. If court testimony is requested, the cost shall be a charge to CONTRACTOR in addition to the charge for forensic analysis and/or consultation.

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G. STATUS OF COUNTY AND CONTRACTOR:

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent between CONTRACTOR and COUNTY or any of COUNTY's agents or employees. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CONTRACTOR employees and shall not be considered in any manner to be CONTRACTOR employees.

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

H. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of CONTRACTOR and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

I. INDEMNIFICATION:

COUNTY, its officers, agents, employees, and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CONTRACTOR or any of its officers or employees.

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1 **INDEMNIFICATION** (continued)

2 CONTRACTOR shall indemnify and hold COUNTY, its officers, agents,
3 employees and independent contractors free and harmless from any claim or
4 liability whatsoever based or asserted upon any act or omission of
5 CONTRACTOR, its officers, agents, employees, and independent contractors
6 related to this Agreement, for property damage, bodily injury or death or any
7 other element of damage of any kind or nature, and CONTRACTOR shall
8 defend at its expense, including attorney fees, COUNTY, its officers, agents,
9 employees and independent contractors in any legal action or claim of any kind
10 based upon such alleged acts or omissions.

11 COUNTY shall indemnify and hold CONTRACTOR, its officers, agents
12 employees and independent contractors, free and harmless from any claim or
13 liability whatsoever, based or asserted upon any act or omission of COUNTY, its
14 officers, agents employees, and independent contractors related to this
15 Agreement, for property damage, bodily injury or death, or any other element of
16 damage of any kind or nature, and COUNTY shall defend, at its expense,
17 including attorney fees, CONTRACTOR, its officers, agents, employees and
18 independent contractors in any legal action or claim of any kind based upon
19 such alleged acts or omissions.

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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the County
2 of Orange, State of California.

3 DATED: _____
4 _____

5 BY: _____
6 PETE AGUILAR, MAYOR

7 ATTEST:

8 _____
9 SAM IRWIN, CITY CLERK

10 DATED: _____
11 _____

12 COUNTY OF ORANGE

13 BY: _____
14 _____

15 TITLE: _____
16 _____

17 APPROVED AS TO FORM:
18 Benjamin P. de Mayo, County Counsel
19 Orange County, California

20 BY: _____
21 Deputy

22 9/26/13