

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE EL DORADO COUNTY DISTRICT ATTORNEY AND THE
COUNTY OF SACRAMENTO DISTRICT ATTORNEY**

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1st day of July, 2024 by and between the El Dorado County District Attorney (El Dorado DA) and the County of Sacramento District Attorney (Sacramento DA).

WHEREAS, EL DORADO DA and SACRAMENTO DA have previously entered into a MOU on July 01, 2021 for the Sacramento DA's Laboratory of Forensic Services (LFS) to provide toxicology analysis, biology/DNA analysis, and related expert testimony; and

WHEREAS, EL DORADO DA and SACRAMENTO DA have previously amended said MOU twice extending the term for fiscal years 2022-2023 and 2023-2024; and

WHEREAS, EL DORADO DA and SACRAMENTO DA desire to formally amend said MOU for a third time to modify the term and include additional services to be provided by the LFS for EL DORADO DA.

NOW, THEREFORE, the MOU is amended as follows:

A. Scope of Services

The scope of the MOU shall be amended to include the following additional services:

3. Scope of Services – Trace Analysis

- a. LFS shall perform the examination of evidence suspected of containing hairs, unidentified fibers and/or other trace materials with the following scope of testing:
 - i. Removal of the hair, fibers, or other materials by tape lifting or other scientifically approved methodology.
 - ii. If hair is found, the identification of whether it is human or animal hair.
 - iii. If human hair, what stage of the hair life cycle it was in (e.g. Anagen, Catagen, Telogen)
 - iv. If human hair, whether it is suitable of nuclear DNA testing. If it is suitable, transferring it to the DNA Laboratory for further testing. If it is not suitable, transferring it to a private laboratory if requested.
 - v. If fiber or other materials are located, identification of the textile or material and comparison if requested.

- b. Reporting
 - i. LFS shall produce laboratory reports of tests performed and provide those reports to El Dorado DA.
- c. Additional Testing
 - i. LFS shall compare the hair, fiber, or materials to reference samples as requested.
- d. Testimony
 - i. LFS Criminalist shall provide testimony as needed.
- e. Sample Storage
 - i. The trace evidence storage shall be stored in accordance to normal practices and made available for pick up by the submitting agency within ninety (90) calendar days of completion.
- f. Turnaround Time
 - i. It is the goal of the LFS to complete the El Dorado DA's DNA requests within sixty (60) calendar days of receipt of the evidence. Depending on the evidence type and quantity of samples received, the turnaround time may exceed sixty (60) calendar days. Cases with more than ten (10) items for analysis or bulky evidence such as some clothing or bedding shall require more time.
- g. Cases Excluded from this MOU
 - i. Cold Cases determined by the Sacramento DA and the El Dorado DA to have a valid nexus or joint jurisdiction with Sacramento County shall not be charged for DNA work conducted by LFS.

B. Term

The term of the MOU shall be amended to extend for the twelve-month period of July 1, 2024 through June 30, 2025.

C. Renumbering

All terms of the MOU following the newly added Section 3. Scope of Services above shall be renumbered sequentially.

D. Reaffirmation

In all other respects, the above referenced MOU, as amended, remains in full force and effect.

IN WITNESS WHEREOF, this THIRD AMENDMENT to the MOU has been executed by and on behalf of the parties here, the day and year first above written.

--COUNTY OF EL DORADO--

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

--COUNTY OF SACRAMENTO DISTRICT ATTORNEY--

By: DocuSigned by:
Thien Ho
CFBEE7DF13C4AD... _____
Thien Ho
District Attorney
"Sacramento DA"

Dated: 6/4/2024