

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between the El Dorado County District Attorney (El Dorado DA) and the County of Sacramento District Attorney (Sacramento DA).

WHEREAS, Sacramento DA operates the Laboratory of Forensic Services (LFS), an American National Standards Institute – American Society of Quality (ANSI-ASQ) National Accreditation Board (ANAB) accredited crime laboratory that performs toxicology analyses, biology/Deoxyribonucleic acid (DNA) and related expert testimony; and

WHEREAS, El Dorado DA desires to obtain toxicology analysis, biology/DNA and related expert testimony to ensure compliance with Court orders and for the benefit of the El Dorado County citizens;

NOW, THEREFORE, in consideration of the provisions of this MOU, both El Dorado DA and Sacramento DA agree as follows:

1. Scope of Services – Suspected Cannabis

- a. LFS shall perform examination of suspected cannabis plant samples with the following scope of testing:
 - i. Measurement of net weight of plant material
 - ii. Macroscopic and stereo-microscopic examination of physical features
 - iii. Presumptive color testing
 - iv. Extraction and analysis of plant material, with evaluation of the delta-9-Tetrahydrocannabinol (THC) response relative to an internal standard
 - v. Comparison of the relative delta-9-THC response ratio to that of a one percent (1%) THC standard for reporting purposes
- b. Reporting
 - i. Samples with a relative delta-9-THC response ratio greater than that of the one percent (1%) THC standard shall be reported as “marijuana.” Samples with a relative delta-9-THC response ratio less than or equal to the one percent (1%) THC standard shall be reported as “inconclusive,”

with additional quantitative testing required to determine if the material is hemp or marijuana.

c. Additional Testing

- i. One (1) sample of plant material shall be tested per case, regardless of the number of items or sub-items received. If testing of additional samples is desired, a written request from El Dorado DA must be submitted and additional time shall be required for completion.
- ii. If quantitation of delta-9-THC and/or other cannabinoid(s) is desired, the LFS shall arrange for outside testing by a reference laboratory. El Dorado DA will be responsible for any associated costs related to this additional testing, including shipping and any services provided by the reference laboratory.

d. Testimony

- i. LFS Criminalist shall provide testimony as needed.

e. Sample Storage

- i. Samples shall be 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 cannabis requests within twenty-one (21) calendar days of receipt of the sample. Cases requiring additional testing, as described previously, may exceed the twenty-one (21) calendar day turnaround time.

2. **Scope of Services – DNA Cold Cases**

- a. LFS shall perform the examination of evidence suspected of containing body fluids and/or contact DNA with the following scope of testing:
 - i. Body fluid identification if applicable
 - ii. DNA extraction, quantitation, amplification, and analysis
 - iii. DNA interpretation
 - iv. Combined DNA Index System (CODIS) upload if eligible profiles are obtained

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 DNA results obtained from the evidence samples to reference samples if they are received.

d. Testimony

- i. LFS Criminalist shall provide testimony as needed.

e. Sample Storage

- i. The DNA extract tubes shall be retained in frozen storage 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 of quantity of samples received, the turnaround time may exceed sixty (60) calendar days. Cases with more than ten (10) DNA samples 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.

3. **Delivery and Identification of Specimens**

- a. El Dorado DA is responsible for delivering client samples to the LFS prior to 4:00 p.m. of each day, and clearly identifying on the sample packaging the category of specimen being submitted, i.e. labeling the submission as "El Dorado DA."

4. **Term**

- a. This MOU shall be effective for the period of July 1, 2021 through June 30, 2022. El Dorado DA may renew this MOU annually by signed amendment for four (4) additional one-year periods for a total contract term up to five (5) years.

5. **Reimbursement**

- a. Upon receipt of monthly invoices from Sacramento DA, El Dorado DA will reimburse Sacramento DA for hours worked at a rate of \$207.43 per hour. A breakdown of hours spent on samples shall be provided. No time shall be charged for required testimony travel time.
- b. The total amount billed by the Sacramento DA to El Dorado DA for the period July 1, 2021 through June 30, 2022 shall not exceed \$125,000; unless mutually agreed upon in writing through a signed amendment to this MOU.

6. **Indemnification**

- a. To the fullest extent permitted by law, each party shall defend, indemnify and hold the other party, its governing body, officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this MOU. It is the intent of the parties hereto that, where negligence or fault is determined to have been contributory, the principles of comparative fault will be followed and each party shall bear the proportionate costs of any loss, damage, expense and liability attributable to a finding of that party's negligence or the fault of that party.
- b. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- c. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- d. The provisions of this section shall survive the expiration or termination of this MOU.

7. **Insurance**

- a. Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Such Fidelity Bond/Certificate of Insurance will

comply with SRH Section 2.015. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

8. Disputes

- a. In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, Sacramento DA shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein.

9. Termination

- a. Either party may terminate this MOU without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- b. If this MOU is terminated under this Section 9 paragraph A, Sacramento DA shall only be paid for any services completed and provided prior to notice of termination.
- c. El Dorado DA shall not incur any expenses under this MOU after notice of termination.

10. Entire Agreement

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter.

11. Alteration

- a. It is agreed that this MOU may be modified or amended upon the written mutual consent and signature of both El Dorado DA and Sacramento DA. Any amendments shall become effective only when fully executed by the duly authorized officers of the parties hereto. Any such amendment will be consistent with the purpose of this MOU.

12. Notice

- a. Notice to County of Sacramento District Attorney:

Sacramento County District Attorney
901 G Street
Sacramento, CA 95814
Attn: John Black, Chief of Administrative & Fiscal Services

b. Notice to El Dorado County District Attorney

El Dorado County District Attorney
778 Pacific Street
Placerville, CA 95667
Attn: Vern Pierson, District Attorney

13. **Contract Administrator**

- a. The El Dorado County Officer or employee with responsibility for administering this MOU is Vern Pierson, District Attorney, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Michele Weiner

Dated: 06/30/2021

Purchasing Agent
Chief Administrative Office
"County"

-- COUNTY OF SACRAMENTO DISTRICT ATTORNEY --

DocuSigned by:
Anne Marie Schubert
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6/8/2021

ANNE MARIE SHUBERT
"Sacramento DA"