

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: May 21, 2026

CAO File No. 0150-07047-0008
Council File No. 01-0199; 01-0199-S1
Council District: All

To: The Mayor
The City Council

From: Matthew W. Szabo, City Administrative Officer



Subject: **FIRST AMENDMENT TO THE FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY AND THE COUNTY FOR THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY**

RECOMMENDATION

That the City Council approve and authorize the Mayor, or her designee, to execute the proposed First Amendment to the First Amended Joint Exercise of Powers Agreement between the City of Los Angeles and the County of Los Angeles for governance of the Joint Regional Crime Laboratory Facility.

SUMMARY

In 2001, the City of Los Angeles and the County of Los Angeles entered into a Joint Exercise of Powers Agreement (JPA) for the purpose of planning, designing, and operating a joint use Regional Crime Laboratory Facility (Crime Lab) on the campus of California State University, Los Angeles (CSULA) (C.F. 01-0199). There was no cost to the City to design and construct the facility, as funding was provided by the State of California. In 2003, the First Amended JPA was executed, which made technical changes to the JPA associated with the State's funding source for the construction of the Crime Lab (C.F. 01-0199-S1). When construction was completed in 2007, the City began to occupy its portion of the facility and contribute a pro-rata share of the Crime Lab's operating and maintenance costs.

The Crime Lab, also known as the Hertzberg-Davis Forensic Science Center, serves as a regional forensic laboratory providing forensic testing and scientific analysis in support of criminal investigations and prosecutions. The LAPD's Forensic Science Division includes the following units which are fully or partially located at the Crime Lab: Field Investigation, Firearms Analysis, Questioned Documents, Serology/DNA, Toxicology, Trace Analysis, and Quality Assurance. The Crime Lab is operated by the JPA. The JPA's five-member Board of Directors is comprised of two members from the County of Los Angeles, two from the City of Los Angeles, and one from CSULA. Specifically, the members are currently the Los Angeles County Sheriff, one member appointed by the County Sheriff, the Chief of the Los Angeles Police Department (LAPD), one member appointed

by the Chief of Police, and a member appointed by the President of CSULA. The County Sheriff has historically appointed the County Chief Executive Officer (CEO) as the County's second member, and the Chief of Police has historically appointed the City Administrative Officer (CAO) as the City's second member. The JPA jointly governs and oversees operations of the facility while each participating agency retains its respective legal authorities and operational responsibilities.

Following the JPA's Board of Directors discussion at its last annual meeting in June 2025, the Board of Directors proposed limited amendments to the JPA to clarify governance and improve meeting administration. The proposed amendments make non-substantive revisions to the Board of Directors composition and meeting procedures while preserving all existing powers, operational authorities, funding arrangements, and responsibilities of the Authority. Specifically, the proposed First Amendment:

- Authorizes each Director to appoint an Alternate Director who may participate, vote, and count toward quorum, only in the absence of the appointing Director, and updates duties, quorum, voting, meeting, and minutes provisions to recognize Alternate Directors, when properly appointed;
- Adds the CEO to the JPA's Board of Directors specifically, as opposed to having the County's second member be defined as a member appointed by the County Sheriff; and,
- Adds the CAO to the JPA's Board of Directors specifically, as opposed to having the City's second member be defined as a member appointed by the Chief of Police.

All other terms and conditions of the existing JPA remain unchanged. The proposed First Amendment does not modify the purpose of the JPA, operational responsibilities, facility use, or legal obligations of the participating agencies. The Chief of Police has concurred with the proposed changes. The City Attorney has reviewed and approved the proposed First Amendment as to form.

FISCAL IMPACT STATEMENT

The recommendation to execute the proposed First Amendment to the First Amended JPA has no General Fund impact. The amended JPA will continue to obligate the City to pay a proportional amount of the operating costs of the Crime Lab. The estimated 2026-27 City funding obligation is \$2.35 million, which is included in the 2026-27 Proposed Budget within the LAPD's Contractual Services Account.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies.

MWS:MAV:00250002

Attachment: Proposed First Amendment to the First Amended Joint Exercise of Powers Agreement

FIRST AMENDMENT
TO
FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT (Amendment), dated as of _____, 2026, is made by and between the County of Los Angeles (County), California, on behalf of the Los Angeles County Sheriff's Department (LASD), and the City of Los Angeles (City), California, on behalf of the Los Angeles Police Department (LAPD). The County and the City shall be collectively known as the "Contracting Parties".

RECITALS

A. On January 24, 2001 the Contracting Parties entered into a Joint Exercise of Powers Agreement (JPA) which provided for the creation of an entity separate from the Contracting Parties under Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500 (Act) for the purpose of planning, designing, constructing or operating a joint regional crime laboratory facility in Los Angeles, California to be used by the LASD and the LAPD.

B. The Contracting Parties entered into that certain First Amended Joint Exercise of Powers Agreement Between the Los Angeles County Sheriff's Department and the Los Angeles City Police Department for the Construction and Operation of a Regional Crime Laboratory Facility in Los Angeles dated May 27, 2003 (First Amended JPA). All capitalized terms used herein without definition shall have the same meanings assigned to them in the First Amended JPA.

C. Pursuant to the Act, the Contracting Parties desire to enter into this Amendment in order to allow each Director, as defined in the First Amended JPA, of the Los Angeles Regional Crime Laboratory Facility Authority (Authority) to appointment an Alternate Director.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contracting Parties agree as follows:

1. Amendments to the First Amended JPA. The Recitals above are hereby declared to be true and correct, and are hereby incorporated into this Amendment as if fully set forth below.

1.1. Section 2.03, Board of Directors, is hereby deleted in its entirety and replaced by the following revised Section 2.03, Board of Directors:

"Section 2.03. Board of Directors.

(a) Composition of the Board.

The Authority shall be administered by a Board of Directors consisting of five (5) members, including a Chairperson. The Los Angeles County Sheriff shall be a member of the Board. The Los Angeles County Chief Executive Officer shall be a member of the Board. The Chief of Police for the City of Los Angeles shall be a member of the Board. The City Administrative Officer of the City of Los Angeles shall be a member of the Board. The President of CSULA shall appoint one person

to serve as a member of the Board. Members of the Board shall not receive any compensation for serving as such.

(b) Appointment of Directors.

Each of the Directors listed above in Section 2.03(a) may appoint one Alternate Director to the Board. Each Alternate Director would be authorized to participate, vote, and count toward quorum in the absence of the appointing member. Each Alternate Director shall serve at the pleasure of the appointing member and may be removed by the appointing member at any time without notice. Notice of any removal or appointment of an Alternate Director shall be provided in writing to the Chairperson.

(c) Chairperson.

The Chairperson of the Board shall serve for one year and the members of the Board shall rotate as Chairperson on an annual basis, in a manner to be determined by the Authority. The first Chairperson shall be the Los Angeles County Sheriff."

1.2. Section 2.04, Terms of Appointees, is hereby deleted in its entirety and replaced by the following revised Section 2.04, Terms of Appointees:

"Section 2.04. Terms of Appointees. The terms of the appointed members shall begin on appointment and shall be for three years, provided however that the appointees shall serve at the pleasure of their respective appointing officials."

1.3. Section 2.06(a), Regular Meetings, is hereby deleted in its entirety and replaced by the following revised Section 2.06(a), Regular Meetings:

"(a) Regular Meetings. Meetings of the Board may be called by the Chairperson or any two (2) Directors (or their respective Alternate Directors). The Board shall provide for at least one regular meeting to be held each year."

1.4. Section 2.07, Minutes, is hereby deleted in its entirety and replaced by the following revised Section 2.07, Minutes:

"Section 2.07. Minutes. The Chairperson shall cause minutes to be kept of the meetings of the Board, by the Secretary of the Authority, who shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and their respective Alternate Director, if applicable."

1.5. Section 2.08, Voting, is hereby deleted in its entirety and replaced by the following revised Section 2.08, Voting:

"Section 2.08. Voting. All voting power of the Authority shall reside in the Board. Each Director, including the Chairperson, shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of their appointing member. No absentee ballot shall be permitted."

1.6. Section 2.09, Quorum; Required Votes; Approvals, is hereby deleted in its entirety and replaced by the following revised Section 2.9, Quorum; Required Votes; Approvals:

"Section 2.09. Quorum; Required Votes; Approvals. The presence of three (3) members, including Directors or their respective Alternate Directors, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least three (3) members, including Directors or their respective Alternate Directors, shall be required in order for the Board to take any action, unless a greater number is required by law or by this Agreement for any specific action."

1.7. Section 3.01, Chairperson and Directors, is hereby deleted in its entirety and replaced by the following revised Section 3.01, Chairperson and Directors:

"Section 3.01. Chairperson and Directors. The Chairperson of the Board shall serve for one year and the members of the Board shall rotate as Chairperson on an annual basis, in a manner to be determined by the Authority. The first Chairperson shall be the Los Angeles County Sheriff (or their respective Alternate Director). The Chairperson shall sign all contracts and land leases on behalf of the Authority, and shall perform such other duties as may be imposed by the Board.

The Directors (or their respective Alternate Directors) shall perform the duties normal to said positions, including but not limited to the promulgation and adoption of bylaws, rules, regulations, policies and practices of the Authority."

1.8. Section 3.02, Secretary, is hereby deleted in its entirety and replaced by the following revised Section 3.02, Secretary:

"Section 3.02. Secretary. The Secretary, who shall be selected by the Board from among the Directors, or their respective Alternate Directors, on an annual basis, shall perform such duties as may be imposed by the Board and shall cause a copy of this Agreement to be filed with the Secretary of State pursuant to Section 6503.5 of the Act."

2. Full Force and Effect. Except as modified above, the First Amended JPA shall continue in full force and effect. In the event of a conflict between this Amendment and the First Amended JPA Agreement, the terms and conditions of this Amendment shall control in all respects.

3. Filing with Secretary of State and State Controller. The Chairperson of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment with the office of the Secretary of State within thirty (30) days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment together with the First Amended JPA with the Controller and the local agency formation commission in the County of Los Angeles as required by Section 6503.6 of the Joint Powers Act.

4. Authority. The individuals executing this Amendment represent and warrant that they have the authority to enter into this Amendment and to perform all acts required by this Amendment, and that the consent, approval, or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Amendment.

5. No Third Party Beneficiaries. This Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof. The duties, obligations, and responsibilities of the Contracting Parties to this Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

6. Governing Law; Jurisdiction; Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, for any action arising out of or relating to this Amendment, and waive any objection to venue in such courts.

7. Severability. In the event one or more of the provisions contained in this Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Amendment and the remaining parts of this Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Amendment.

8. Headings. The paragraph headings used in this Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

9. Amendment. This Amendment may be modified or amended by the Contracting Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Contracting Parties. Verbal modifications or amendments to this Amendment shall be of no effect.

10. Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. The Contracting Parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

11. Effective Date. This Amendment shall become effective upon the execution thereof by the Contracting Parties hereto.

[Signature Page(s) Immediately Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto have cause this Amendment is to be executed and attested by their proper officers thereon to duly authorized and their official seals to be hereto affixed as of the date first herein above written.

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____ Date: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____ Date: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Roberto Saldaña
Senior Deputy County Counsel

CITY OF LOS ANGELES,
a municipal corporation

By: _____ Date: _____

APPROVED AS TO FORM AND CONTENT:

HYDEE FELDSTEIN SOTO
City Attorney

By: _____ Date: _____

ATTEST:

Patrice Lattimore
City Clerk

By: _____ Date: _____

DRAFT