Agenda Item #: 3Q - 4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	1/15/08		[X] []	Consent Ordinance	[]	Regular Public Hearing	
Department: Submitted By: Submitted For:							
	<u></u>	_ <u>I. </u>	EXECUTIV	BRIEF			

MOTION AND TITLE: Staff recommends motion to approve: (A) An Interlocal Agreement in the amount of \$127,455 with the Palm Beach County Sheriffs Office (PBSO) as a partner to implement the law enforcement component of the Youth Violence Prevention Project from December 18, 2007 to September 30, 2008, (B) a budget transfer of \$35,000 in the General Fund, (C) a budget transfer of \$92,455 in the Crime Prevention Fund, (D) a budget amendment of \$127,455 in the Sheriff's Grant Fund to establish budget for the project.

SUMMARY: Youth become involved in gateway crimes such as auto theft or burglary prior to be coming involved in more violent crimes. The DNA evidence for property crimes is given a low priority compared to violent crimes. The purchase of these items and with training they will be able to process the DNA on these property crimes, which will result in arrests before the youth get involved in more serious crimes. It is in conjunction with the \$35,000 in overtime for the Violent Crimes Task Force to conduct targeted operations to disrupt the activities of the gangs. Both of these support the Law Enforcement Component of the Youth Violence Prevention Project. They also support working with the State Attorney's Office to provide stronger cases to ensure more vigorous prosecution by the COMBAT Unit.

The Law Enforcement Planning Council, representing the Law Enforcement component of the Youth Violence Prevention Project, has approved the plan for FY 08 which includes materials, equipment and training for the Forensic Biology Unit of the Palm Beach County Sheriff's Office. These materials, equipment, and training will allow the transition of a new DNA profiling platform to be completed with minimal disruption in processing evidence and reduce the backlog of cases. The Forensic Biology Unit received grant funding from the National Institute of Justice to purchase the instrumentation required. These additional funds would allow for the calibration and validation of the new equipment and training of staff to be completed on site and while still operating. <u>Countywide (DW)</u>

BACKGROUND AND JUSTIFICATION: On July 13, 2006, the BCC provided direction to the Criminal Justice Commission to develop a budget for the Youth Violence Prevention Project including the commitment from local law enforcement jurisdictions to address the increase in violent crime. Strategies to reduce the incident of violent crime include: improving evidence collection methods by establishing countywide standards, increasing the number of multi-agency strategic operations, and acquiring innovative technologies to optimize criminal prosecutions.

Attachments:

- **1.** Budget Transfer (Fund 0001)
- **2.** Budget Amendment (Fund 1152)
- 3. Interlocal Agreement with the Palm Beach County Sheriffs Office (3)
- 4. Budget Transfer (Fund 1500)

Recommended by:	Charles Mark	
	Department Director	Date
Approved By:	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures		. }			
Operating Costs	127,455				
External Revenues		<u> </u>			
Program Income (County)			<u></u>		
In-Kind Match (County)	<u></u>	<u></u>			
NET FISCAL IMPACT	<u>127,455</u>				1 <u></u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	5 				<u></u>
Is Item Included In Current Bud	dget? Yes		No <u>X</u>		
Budget Account No.: Fund	Dept	Unit	Objec	t	

B. Recommended Sources of Funds/Summary of Fiscal Impact: General Kno, Criminal Justice Reserves \$35,000 (Youth Empowerment Centers) Crime Prevention Fund \$92,455

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

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B. Legal Sufficiency:

Assistant Cour tv Atto

Contract Dev. and Control

This Contract complies with our contract review requirements.

The efficience dask is returactive.

C. Other Department Review:

Department Director

REVISED 9/95 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.) **08-**

BOARD OF COUNTY COMMISSIONERS Page 1 of 1 PALM BEACH COUNTY, FLORIDA **BUDGET AMENDMENT** BGEX 767-112807*1835 FUND 1152 - Sheriff's Grants Fund BGRV 767-112807*317 Use this form to provide budget for items not anticipated in the budget. ORIGINAL CURRENT ADJUSTED EXPENDED/ REMAINING ACCOUNT NUMBER ACCOUNT NAME BUDGET BUDGET INCREASE DECREASE BUDGET ENCUMBERED BALANCE REVENUES Youth Violence Prevention Program - CJC 160-2117-8000 Transfer from General Fund 0001 0 0 35,000 35,000 160-2117-8094 Transfer from Crime Prevention Fund 1500 0 0 92,455 92,455 **TOTAL REVENUES** 0 2,397,029 127,455 0 2,524,484 EXPENDITURES Youth Violence Prevention Program - CJC 160-2117-9498 Transfer to Sheriff's Fund 0 0 127,455 127,455 **TOTAL EXPENDITURES** 2,397,029 0 127,455 0 2,524,484 Signatures Date By Board of County Commissioners Palm Beach County Sheriff's Office At Meeting of 12/18/07 **INITIATING DEPARTMENT/DIVISION Deputy Clerk to the** Administration/Budget Department Approval **Board of County Commissioners**

OFMB Department - Posted

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		BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER		Page 1 of 1				
Use this form to provide budget for items not anticipated in the budget		FUND 0001 - General Fund				BGEX 767-112807*1830		
ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/26/07	REMAINING BALANCE	
Transfer to Sheriff's Grants Fund 1152	0	0	35,000		35,000	0	35,000	
Operating Reserves	500,000	500,000		35,000	465,000			
TOTAL EXPENDITURES			35,000	35,000				
ssion ENT/DIVISION t Department Approval	Signaturies	M3/	Date 12 - 20 -	-07	م 	By Board of County Com At Meeting of 12/18/07 Deputy Clerk to the	missioners	
	ACCOUNT NAME Transfer to Sheriff's Grants Fund 1152 Operating Reserves TOTAL EXPENDITURES Ssion ENT/DIVISION	ACCOUNT NAME BUDGET Transfer to Sheriff's Grants Fund 1152 0 Operating Reserves 500,000 TOTAL EXPENDITURES Signatures Ssion Signatures ENT/DIVISION Mathematical	PALM BEA BU FUND 0 de budget for items not anticipated in the budget. ACCOUNT NAME Transfer to Sheriff's Grants Fund 1152 0 0 Operating Reserves 500,000 TOTAL EXPENDITURES Signatures Signatures Maddadadadadadadadadadadadadadadadadada	PALM BEACH COUNTY, FI BUDGET TRANSFE FUND 0001 - General F GRIGINAL CURRENT ACCOUNT NAME ORIGINAL CURRENT BUDGET INCREASE Transfer to Sheriff's Grants Fund 1152 0 0 35,000 Operating Reserves 500,000 500,000 35,000 Signatures Date Busion Signatures Date ENT/DIVISION Mathematical 0 0	PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER FUND 0001 - General Fund de budget for items not anticipated in the budget. FUND 0001 - General Fund ACCOUNT NAME ORIGINAL BUDGET CURRENT BUDGET INCREASE DECREASE Transfer to Sheriff's Grants Fund 1152 0 0 35,000 Operating Reserves 500,000 500,000 35,000 TOTAL EXPENDITURES 35,000 35,000 ssion Signatures Date ENT/DIVISION MAMMAM MAMMAM	PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER FUND 0001 - General Fund de budget for items not anticipated in the budget. ORIGINAL BUDGET CURRENT BUDGET INCREASE DECREASE ADJUSTED BUDGET Transfer to Sheriff's Grants Fund 1152 0 0 35,000 35,000 35,000 Operating Reserves 500,000 500,000 35,000 465,000 TOTAL EXPENDITURES Signatures Date EXPT/DIVISION Department Approval Adjuster Date 2.2.2.4.1 4.2.2.4.1 4.2.2.4.1	PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER Description de budget for items not anticipated in the budget. FUND 0001 - General Fund BGEX 767-112807*1830 ACCOUNT NAME ORIGINAL BUDGET CURRENT BUDGET INCREASE DECREASE ADJUSTED BUDGET EXPENDED/ ENCUMBERED as of 11/26/07 Transfer to Sheriff's Grants Fund 1152 0 0 35,000 35,000 0 Operating Reserves 500,000 500,000 35,000 465,000 0 TOTAL EXPENDITURES 35,000 35,000 35,000 465,000 Ssion Signatures Mada Mada Mada Mada Mada Mada Mada Mada	

OFMB Department - Posted

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Deputy Clerk to the Board of County Commissioners

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BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

FUND 1500 - Crime Prevention Fund

Page 1 of 1

BGEX 767-112807*1831

Use this form to provide budget for items not anticipated in the budget.

	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/26/07	REMAINING BALANCE
Transfer to Sheriff's Grants Fund 1152	0	46,000	92,455		138,455	0	138,455
Operating Reserves	548,946	548,946		92,455	456,491		
TOTAL EXPENDITURES			92,455	92,455			
	Transfer to Sheriff's Grants Fund 1152 Operating Reserves	ACCOUNT NAMEBUDGETTransfer to Sheriff's Grants Fund 11520Operating Reserves548,946	ACCOUNT NAMEBUDGETBUDGETTransfer to Sheriff's Grants Fund 1152046,000Operating Reserves548,946548,946	ACCOUNT NAMEBUDGETBUDGETINCREASETransfer to Sheriff's Grants Fund 1152046,00092,455Operating Reserves548,946548,946	ACCOUNT NAMEBUDGETBUDGETINCREASEDECREASETransfer to Sheriff's Grants Fund 1152046,00092,455Operating Reserves548,946548,94692,455	ACCOUNT NAMEBUDGETBUDGETINCREASEDECREASEBUDGETTransfer to Sheriff's Grants Fund 1152046,00092,455138,455Operating Reserves548,946548,94692,455456,491TOTAL EXPENDITURES	ACCOUNT NAMEBUDGETBUDGETINCREASEDECREASEADJOSTEDENCOMBERED as of 11/26/07Transfer to Sheriff's Grants Fund 1152046,00092,455138,4550Operating Reserves548,946548,94692,455456,491TOTAL EXPENDITURES

Criminal Justice Commission INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

Date 12-20-0 Signatures

By Board of County Commissioners At Meeting of 12/18/07

Deputy Clerk to the Board of County Commissioners

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE, WEST PALM BEACH, FLORIDA

THIS AGREEMENT is entered into this Eighteenth day of December, 2007 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

WITNESSETH

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the Youth Violence Prevention Project which addresses the increase in violent firearm crimes; and

WHEREAS, the purpose of the Youth Violence Prevention Project is to implement a comprehensive strategy that includes the four components of the criminal justice system to prevent and combat gun related youth violence in Palm Beach County; and

WHEREAS, four subcommittees- crime prevention, law enforcement, courts and corrections, developed the comprehensive plan for countywide strategies and programs; and

WHEREAS, the Law Enforcement Planning Council representing the Law Enforcement component has approved a plan that includes the purchase of equipment and overtime to be utilized by the Forensic Biology Unit and Violent Crimes Task Force; and

WHEREAS, the Palm Beach County Sheriff's Office has the lead in the Violent Crime's Task Force and operates the Forensic Biology Unit for Palm Beach County; and

WHEREAS, the grant will be used to pay for material, equipment and training for the Forensic Biology Unit of the Crime Lab to completely calibrate and validate the instrumentation and the corresponding DNA kit, and overtime for members of the Violent Crimes Task Force conducting strategic operations. The parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant; and

WHEREAS, the COUNTY will reimburse PBSO for the expenses outlined in the Exhibit "A", up to the amount of \$127,455 from December 18, 2007 through September 30, 2008 for the materials, equipment and training set forth in Exhibit "A". A copy of the budget is included in Exhibit "A" and by this reference incorporated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PBSO agree as follows:

SECTION 1. PURPOSE

A. The PBSO agrees to purchase the following materials, equipment and training as further described in Exhibit A: for the total amount not to exceed dollars (\$92,455) and to allocate overtime for the Violent Crimes Task Force including participating agencies not to exceed Thirty-five Thousand Dollars (\$35,000). This is a reimbursable grant and funds will be provided once claims are submitted and approved.

This Agreement shall be effective as of the Eighteenth day of December, 2007 and shall terminate the thirtieth day of September, 2008, unless otherwise terminated or extended as herein provided. Upon agreement of both parties, this Agreement may be extended for one additional year.

- B. The PBSO shall bill the COUNTY on a monthly basis within 20 days of the end of each month for the expenses as outlined in Exhibit "A". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, Finance Division. Invoices to the County shall include a reference to this Agreement, identify the project and identify the amount due and payable to the PBSO. Invoices received from the PBSO will be reviewed and approved by the COUNTY'S CJC Executive Director or designee, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.
- C. The PBSO will provide reports as requested by the COUNTY and required by Florida State University as part of the overall evaluation of the Youth Violence Prevention Project. The data collected will be used to evaluate the progress toward the goal stated in Exhibit "A", Section B. (a) of reducing the backlog of 2006 and 2007 UCR Part1 Violent Crime cases by at least 20%.

SECTION 2. GENERAL TERMS AND CONDITIONS

A. Both the COUNTY and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.

B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party's representative/liaison and attached to the original Agreement.

SECTION 3. LIABILITY

- A. The COUNTY, as a political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 4. TERMINATION

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party. Notwithstanding, if the COUNTY terminates this agreement pursuant to this provision and PBSO has purchased, or has ordered and is obligated to pay for, the equipment identified in Exhibit A, the COUNTY shall reimburse PBSO for such equipment pursuant to Section 1(B) of this Agreement.

SECTION 5. NOTICE AND CONTACT

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY:	Criminal Justice Commission 301 North Olive Avenue, Suite 1001 West Palm Beach, FL 33401 Attention: Michael L. Rodriguez
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with a copy to: County Attorney's Office 301 North Olive Avenue, 6th Floor West Palm Beach, FL 33401 Attention: Dawn Wynn

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, FL 33406 Attention: Ric Bradshaw

with a copy to: George Forman, CFO Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, FL 33406

SECTION 6. VENUE

The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 7. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 8. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and PBSO.

SECTION 9. EQUAL OPPORTUNITY PROVISION

The COUNTY and the PBSO agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 10. CRIMINAL HISTORY RECORDS CHECK

The COUNTY and the PBSO agree to comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. All employees who enter a "critical facility" will be subject to a fingerprint based criminal records check. Although the COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history checks, PBSO agrees to be responsible for the financial, schedule and staffing implications in complying with Ordinance 2003-030.

SECTION 11. REGULATIONS; LICENSING REQUIREMENTS

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 12. INVALIDITY OF CLAUSES

The invalidity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 13. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the Parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By:

Deputy Clerk

WITNESS:

Signature

Keeler Shephard Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_

County Attorney

Addie L. Greene, Chairperson PALM BEACH COUNTY SHERIFF'S/0F/F/CE: By:

Ric Bradshaw, Sheriff

AND CONDITIONS

V By:

Michael L. Rodriguez **Executive Director**

BW/12/4/2007

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS:

By:

APPROVED AS TO TERMS

1

Palm Beach County Sheriff's Office Forensic Biology Unit Validation, Training and Implementation of DNA technologies

Historical Background

The Forensic Biology Unit (FBU) of the Palm Beach County Sheriff's office (PBSO) accepts casework evidence from over twenty-nine law enforcement agencies within and including and the Medical Examiners Office and the County of Palm Beach with an estimated population of 1.25 million. In August 2004 the Forensic Biology Unit (FBU) conducted a weeklong Process Mapping exercise to determine how to make the laboratory more efficient. Complete automation of the DNA process within five years was proposed. To date, the FBU has been awarded over \$2 million dollars to help accomplish this goal. NIJ grant funding has provided the monies for state-of-the-art robotics for DNA extraction, qPCR technology for quantification and improved amplification techniques all of which have been successfully validated and implemented. In addition, design of an electronic worksheet flow software program is currently underway to make the entire system paperless. This automation goal has been a challenge as the newer technologies must be implemented while still conducting DNA analysis on casework. Meanwhile, there has been a significant increase in the number of samples analyzed annually (35%) as a result of this more structured semi-automated analysis. The FBU has been conducting STR DNA profiling on casework analysis since 1995 and has continued to improve the types of DNA profiling conducted in the laboratory. However, the Hitachi platform used in the laboratory is not amenable to automation and in order for the laboratory to conduct analysis on the current backlogged evidence, it will be necessary to transition to a new DNA profiling platform, the ABI Capillary Electrophoresis (CE) platform.

Objective

The objective of the laboratory has always been to improve efficiency through automation and in order to move the FBU laboratory towards a more complete automation system, there will be three steps to the transition process:

- 1. Procurement of CE instrumentation
- 2. Calibration and Validation of the DNA protocol
- 3. Training nine PBSO DNA staff members to use the technology on casework evidence

Step #1 has been accomplished through a 2007 NIJ grant that was submitted and awarded which will provide monies for the purchase of the CE instrumentation. Once the County Commissioners officially accepts the grant, the CE instrument will be ordered immediately. Monies have <u>not</u> been provided for either Step#2 or Step#3. The 1996 National Research Council's *The Evaluation of Forensic DNA Evidence* and the FBI Scientific Working Group on DNA Analysis Methods' *Guidelines for a Quality Assurance Program for DNA Analysis* mandates that all new instruments, protocols and methods be validated before use on casework evidence and in order for the laboratory to be accredited. In addition, standards for training personnel are also mandatory for accreditation. The validation and training are both expensive and time consuming. This major transition from the Hitachi to the CE must be made as smooth as possible without a significant disruption in normal casework flow. It is estimated that within a year of receiving the instrument, the transition will be complete.

B. Purpose and Goals

The Palm Beach County Sheriff's Office UCR Part 1 Violent Crimes reported to the FBI for 2005 was 8,510 and the FDLE records show the county is surpassing last years' reported robberies and high volume crimes by up to 28%.

The goal of this grant is to convert the Palm Beach County Sheriff's Office FBU DNA allele detection platform from the Hitachi flatbed to a capillary electrophoresis (CE) based platform in order to significantly improve the flow of casework sample automation.

a) <u>DECREASE CASE BACKLOG</u>: The number of cases requested for DNA analysis over the past few years has increased significantly from 917 in 2005 to 1,493 in 2007 or a 39% increase in one year. The major reason for this increase was the request for touch evidence analysis from high volume crimes such as crimes. It is predicted that there will be upwards of a 20% increase in the number of submitted cases from 2006 to 2007. There were approximately 325 cases backlogged at the end of the 2006 calendar year and currently there is a 747 case backlog, many of these from the 2006 carryover. However, approximately 33% of the cases called in will never be worked because evidence is never submitted or the case is dropped. The FBU just started tracking the amount of time it takes to analyze a forensic DNA case in February 2007. The protocol for the initiation of DNA testing on cases is that the case must be formally called into the laboratory by law enforcement or prosecutors. The cases are prioritized by the Evidence Coordinator. Table 1A below shows the number of days from when a case was called until the report is written.

With the addition of the CE system, it is estimated that all nine analysts in the FBU will be trained by September, 2008. It is difficult to estimate the number of current 2006 UCR Part 1 Violent Crime cases that will be processed as a result of the implementation of the CE technology. However, the goal is to reduce the 2006 and 2007 UCR Part1 Violent Crime cases by at least 20% based on the potential high throughput of the CE system combined with the current robotic extraction/qPCR technology and electronic worksheet under design.

- b. TRANSITION TO CAPILLARY ELECTROPHORESIS PLATFORM: The FBU will be purchasing the ABI PRISM® 3130xl Genetic Analyzer which uses a CE technology currently used in the forensic community. It is a multi-color fluorescence-based DNA analysis system using technology of capillary electrophoresis with 16 capillaries operating in parallel. The 3130xl Genetic Analyzer is fully automated from sample loading to data analysis which will fulfill our automation goals. Sixteen capillaries provides the capability to analyze hundreds of samples per day and increases laboratory productivity. The 3130xl Genetic Analyzers is one of newest in a range of analyzers produced by ABI. The use of capillary electrophoresis is a significant advantage over slab-gel based technologies as loading of the samples is fully automated for the ABI 3130xl. The arrays are guaranteed for 100 runs compared to one slab per sample run.
- c. POWERPLEX 16 VALIDATION ON THE ABI PRISM 3130xl GENETIC ANALYZER: The FBU is currently amplifying casework samples using the the PowerPlex[®] 16 BIO System (PP16Bio) which co-amplifies the CODIS core loci plus Penta E, Penta D and Amelogenin. The laboratory has using this system for nearly six years. In order to maintain continuity with previous casework analysis and because the analysts are already familiar with the loci, the multiplex format and the fact that the entire PBSO population

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2007- Criminal Justice Commission

Exhibit A

database and statistics software has been previously profiled with PP16BIO, it only makes sense to continue the use of these loci.

Sorenson Forensics is an ISO-accredited private company from Salt Lake City Utah that will come into a client's laboratory and completely calibrate and validate the instrumentation and the corresponding DNA kit. They will write a manual specifically for the FBU of the PBSO. They will then train all nine staff members and provide examinations to demonstrate each analyst competency. The FBU will be requesting monies to contract Sorenson Forensics.

BUDGET TOTAL: \$92, 455

A. \$49,320.51: Reagents and Materials:

Item	Part #	# Items	EA	Total
Genetic Analyzer Buffer	402824	10	85.56	855.60
Hi-Di Formamide	4311320FG	20	27.00	540.00
3130 Plate Septa	4315933	4	299.00	1,196.00
3130 POP-4 Polymer	4363752	30	142.60	4,278.00
3130 Array Sleeves	628-0165	3	70.85	212.55
Reservoirs, Buffer/Water Waste	628-0163	6	38.79	232.74
MicroAmp Color Run Tube w/				
Caps	N8010840	7	84.00	588.00
Autoclaved Rxn Tubes w/Cap	N8010612	16	156.00	2,496.00
Bulkpack 96-Well Rxn Plates	4316813	3	1,760.00	5,280.00
96-well Splash Free Support Base	4312063	8	45.60	364.80
Reservoirs	628-0163	6	35.77	214.62
FG Buffer	402824	20	78.66	1,573.20
Capillary Array, 16X36cm	4315931	1	794.00	794.00
Promega PowerPlex 16 kits	DC6530	5	5,995.00	29,975.00
Promega 3130x1 Matrix	DG4650	9	80.00	720.00

B. \$: 43,134.49 VALIDATION OF INSTRUMENT AND TRAINING OF STAFF

In order to will avoid current DNA analysts having to be taken off casework to validate the instrument and to maintain the current output of casework, Sorenson Forensics, Salt Lake City Utah (<u>http://www.sorensonforensics.com/validation.html</u>) will be contracted to validate the ABI CE 3130xl system and train the staff at the PBSO laboratory. *It is estimated that contracting out the ABI validation process will save nearly \$97,000 in analyst time and will allow the output of over 250 No-suspect cases within this time frame*. It is also estimated it would take approximately 6 months to a year to complete the validation of the instrument if conducted by the PBSO technical leader whereas Sorenson Forensics will be able to offer a

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Exhibit A

complete validation and Training package. Contracting out the validation of the instrument by a qualified ABI CE expert will greatly enhance the efficiency of the transition process.

The contract would include the following:

- a. Development and implementation of a validation process includes data generation, interpretation and documentation:
 - i. (15hrs) Precision Studies (PowerPlex16)
 - ii. (15hrs) Sensitivity Studies (PowerPlex16)
 - iii. (15hrs) Mixture Analysis Studies (PowerPlex16)
 - iv. (15hrs) Peak height/peak area ratio for each locus
 - v. (15hrs) Reproducibility
 - vi. (30hrs) Interpretation of Challenging samples
 - vii. (10hrs) Derivation of Threshold Values
- b. (15hrs) Construction of a PBSO manual including:
 - i. Introduction
 - ii. Protocols for DNA Amplification
 - 1. Amplification set-up
 - 2. Amplification Thermal Cycling
 - 3. Post-amplification gels for all PowerPlex16 products
 - iii. Detection of Amplified products
 - 1. Matrix standardization
 - 2. Instrument preparation
 - 3. Sample preparation
 - 4. Capillary Electrophoresis and detection
 - iv. Data Analysis
 - 1. Analysis
 - 2. Controls
 - 3. Interpretation Guidelines based on PBSO and literature data
 - v. Troubleshooting
 - vi. Documentation Requirements for casefile
 - vii. Validation Summary results
 - viii. Literature References
- c. (15 hrs) Development of Quality Assurance and Quality Control Documents
 - i. Maintenance of the instrument
 - ii. QC forms-for casefile and documents
- d. (46 hours)Training of nine Staff (individualized training segments during the validation process)
 - i. Laboratory bench training
 - ii. Casefile reports
 - iii. Review of Casefiles (to be provided by Sorenson Forensics)
 - iv. Competency test
 - 1. Written
 - 2. Laboratory bench Practicum

The cost also includes any travel time. A Statement of Work document outlining the validation and training process and the time allotment for the completion of the project will be agreed upon and signed per PBSO and Sorenson Forensic requirements.