

Council Meeting  
May 20, 2008

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

Members of the Council:

**SUBJECT: Police - Contract with the Los Angeles County Sheriff's Department for a DNA Senior Criminalist. Expenditure: Not to exceed \$170,212.**

### **RECOMMENDATION**

Recommendation of the Chief of Police that City Council approve a five-year contract with the Los Angeles County Sheriff's Department for a DNA Senior Criminalist, for the period from July 1, 2008 through June 30, 2013, and authorize the total contract expenditure not to exceed \$170,212 for the first year.

### **Funding**

Funding is available in the Police Department operating budget for FY2008/09.

### **BACKGROUND**

On December 8, 2003, the Police Department contracted with the Los Angeles County Sheriff's Department to dedicate a DNA Senior Criminalist to handle DNA evidence from Torrance criminal cases. This contract expires on June 30, 2008. Staff recommends approval of a new five-year contract for the period from July 1, 2008 through June 30, 2013.

### **ANALYSIS**

Contracting with Los Angeles County for a DNA Senior Criminalist has been very successful. For the past five years, a Senior Criminalist has been assigned full-time to work exclusively on Torrance cases. As a result, DNA evidence has been successfully used to identify and prosecute numerous cases including robbery, residential and commercial burglary, and vehicle thefts. In addition to investigating cases, the Senior Criminalist conducts training for the Crime Scene Investigation Detail (CSI) and other members of the Police Department. The Senior Criminalist is completely at the disposal of the Department, making him able to respond immediately to crime scenes whenever requested. This contractual arrangement is working well and should be continued.

As in prior years, the Department proposes to freeze one vacant Police Officer position in order to fund the DNA Senior Criminalist position. The current composite rate for the DNA Senior Criminalist is \$144,912. Due to investigative call-outs, fluctuations in caseload, and to expedite DNA processing as needed, the Department is requesting \$18,000 for overtime, for a total encumbrance of \$162,912. Additionally, under the contract proposal, the Police Department has offered to pay for a portion of the materials and supplies used by the DNA Senior Criminalist, up to \$7,300 in the first year.

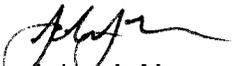
Respectfully submitted,

JOHN J. NEU  
CHIEF OF POLICE

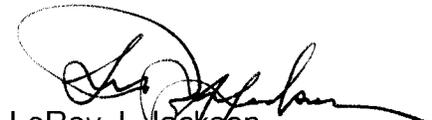


By Captain Marc Wilkins  
Special Operations Bureau

CONCUR:



John J. Neu  
Chief of Police



LeRoy J. Jackson  
City Manager

Attachment A: Agreement to Provide Supplemental Law Enforcement Services

**CONTRACT  
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
& THE CITY OF TORRANCE**

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**AGREEMENT TO PROVIDE  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2008  
by and between the COUNTY OF LOS ANGELES, hereinafter referred to as “County”, and the  
City of TORRANCE, hereinafter referred to as “City”:

**RECITALS**

a) The City is desirous of contracting with the County for the performance of the  
hereinafter described supplemental law enforcement services by the County of Los Angeles  
through the Sheriff thereof, wereinafter referred to as “Sheriff”.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and  
conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and  
56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1,  
Title 5 of the Government Code of the State of California.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and  
conditions hereafter stated, the respective parties hereto agree as follows:

**1.0 CONTRACT AUTHORIZATION**

01.1\_ The County agrees, through the Sheriff, to provide supplemental law enforcement  
services to the City to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise hereinafter specifically set forth, such services shall only  
encompass duties and functions of the type coming within the jurisdiction of and  
customarily rendered by the Sheriff under the Charter of said County and statutes of  
the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.
- 2.3 The Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

## **3.0 CONTRACT PROVISIONS**

- 3.1 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.
- 3.2 In the event of such a circumstance, the Sheriff will provide at least ten days' notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten days' notice, in which event the Sheriff shall provide such notice of less than ten days as is feasible and practical under the circumstances.

## **4.0 DEPLOYMENT OF PERSONNEL**

- 4.1 Services performed hereunder and specifically requested by the City shall be indicated in the attached Memorandum of Understanding (Exhibit A) and Los Angeles County Sheriff's Department Deployment of Personnel Form

SH-AD 575 (Exhibit B). To the extent of the terms of any attachment to this base document may conflict with it, the terms of the this base document shall prevail.

- 4.2 For the purpose of performing the said function, County shall furnish and supply all necessary labor, supervision, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.3 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services with the approval of the Sheriff.

## **5.0 CONTRACT SUM**

- 5.1 For and in consideration of the rendition of the services to be performed by the County for the Contractor under this Agreement, the City shall pay the County for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year.
- 5.2 Current rates are reflected in the attached addendum (Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575).
- 5.3 The applicable rates include workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.
- 5.4 The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted annually to reflect changes in salary, workers' compensation and administrative overhead costs, as adopted by the Board of Supervisors.
- 5.5 Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors
- 5.6 The City shall authorize and sign an annual Los Angeles County Sheriff's Department Deployment of Personnel Form, (SH-AD 575) by July 1, of every year hereinafter authorizing services to be performed at the current prevailing

rates established throughout the term of this agreement.

## **6.0 PAYMENT PROCEDURES**

- 6.1 The County shall render to the City a summarized monthly invoice which details all services performed under this Agreement, and the City shall pay the County within sixty (60) days after date of said invoice.
- 6.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 6.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.
- 6.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) days, invoices deemed uncollectible shall be forwarded to the Referral Section of the Los Angeles County Department of Collections for appropriate action.
- 6.5 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

## **7.0 INDEMNIFICATION**

- 7.1 Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

- 7.2 All persons employed in the performance of the services provided under this Agreement shall be County employees.
- 7.3 The City shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.
- 7.4 Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City, unless such injury or sickness is proximately caused by acts or omissions of the City, its officers, agents or employees.
- 7.5 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.
- 7.6 No officer or employee of the City of Torrance will be personally liable to the County, in the event of any default or breach by the City of Torrance or for any amount that may become due County.

**8.0 TERM OF CONTRACT**

- 8.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2008 and shall remain in effect until June 30, 2013.
- 8.2 At the option of the Board of Supervisors and with the consent of the City, this agreement may be renewable for successive periods of not to exceed five years each.

**9.0 RIGHT OF TERMINATION**

9.1 Notwithstanding the provisions of this paragraph hereinbefore set forth, the County or the City may terminate this agreement upon notice in writing to the other party of not less than sixty (60) days prior thereto.

9.2 The Sheriff also reserves the right of termination as mentioned in Section 3.2, Contract Provisions.

**10.0 ENTIRE AGREEMENT**

10.1 This writing embodies the whole of this Agreement. There are no oral or other agreements between the parties other than those expressed herein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

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**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
& THE CITY OF TORRANCE**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
YVONNE B. BURKE  
Chair, Board of Supervisors

By \_\_\_\_\_  
Senior Deputy County Counsel

ATTEST:  
SACHI A. HAMAI  
Executive Officer  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Deputy

CITY OF TORRANCE  
A Municipal Corporation

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Herbers  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE TORRANCE POLICE DEPARTMENT**

SECTION 1. Torrance Police Department and the Los Angeles County Sheriff's Department, pursuant to the terms and provisions of the AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES ("Master Agreement"), and entered into by and between the City of Torrance and the County of Los Angeles for supplemental law enforcement services through the Los Angeles County Sheriff's Department, hereto now agree to the following duties and functions to be commencing on **July 1, 2008**:

A. The Chief of the Torrance Police Department is hereby designated as the contact officer for all matters relating to the Los Angeles County Sheriff's Department performance of the Master Agreement. The Los Angeles County Sheriff's Department shall not take direction from any City of Torrance employee or official other than the contact officer (or his/her designee).

B. The principal contact officer for the Los Angeles County Sheriff's Department shall be the Captain of the Scientific Services Bureau (or his/her designee).

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

6. Addresses for purpose of giving notice are as follow:  
City Clerk, Sue Herbers City of Torrance  
3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931  
With a copy to Police Project Manager, Lt. Steven J. Unglaub City of Torrance Police  
Department 3300 Civic Center Drive Torrance, CA 90503 Fax: (310) 618-6361

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE TORRANCE POLICE DEPARTMENT**

**1.0 SCOPE OF WORK**

The SHERIFF's DEPARTMENT and the TORRANCE POLICE DEPARTMENT will enter into agreement regarding the services of one (1) full time equivalent Senior Criminalist position to assist the TORRANCE POLICE DEPARTMENT in completing forensic DNA testing.

**2.0 RESPONSIBILITIES**

The SHERIFF's DEPARTMENT and the TORRANCE POLICE DEPARTMENT's duties and responsibilities for the term of this agreement are as follows.

**2.1 SHERIFF's DEPARTMENT**

- 2.1.1 Assigning one DNA trained Senior Criminalist, with the requisite supplies and equipment, to complete TORRANCE POLICE DEPARTMENT's DNA cases. All analysts examining evidence for this agreement are required to meet all minimum requirements for education, training, experience, and proficiency testing as required by ASCLD/LAB and the FBI's DNA quality assurance standards.
- 2.1.2 Completing cases and the number and the types of case samples based on the priorities set by TORRANCE POLICE DEPARTMENT, regardless of crime category.
- 2.1.3 Providing direction and training, when necessary, to the TORRANCE POLICE DEPARTMENT in areas relating to sample collection, crime scene investigation, case sample testing, policy, and any other type of information requirements or consultations related to forensic DNA testing.
- 2.1.4 Providing, when available and necessary, trained project personnel to respond to crime scenes for consultation and crime scene documentation and collection.
- 2.1.5 Providing a Project Supervisor, who shall act as a central point of contact with the TORRANCE POLICE DEPARTMENT. The Project Manager/alternate shall have full authority to act for SHERIFF on all matters relating to the daily operation of the Agreement.
- 2.1.6 Records of the County's time pertaining to the project, and records of accounts between City of Torrance and County, will be kept on a generally recognized accounting basis. County will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to City of Torrance during normal working hours. County will maintain these records for three years after final payment.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE CITY OF TORRANCE**

**2.2 TORRANCE POLICE DEPARTMENT**

- 2.2.1 Providing funding for one full-time equivalent, DNA trained Senior Criminalist. The funding shall provide the service to fulfill required practices to be completed by the assigned SHERIFF personnel, which include but are not limited to courtroom testimony, reagent preparation, analyst proficiency testing and other quality assurance measures.
- 2.2.2 Providing and maintaining the priority list of cases and samples that will be analyzed under the scope of this agreement. The priority must be clearly communicated to the Project Supervisor and/or the assigned Senior Criminalist.
- 2.2.3 Allowing the completion of adjoining or nearby city police department cases when the priority of TORRANCE POLICE DEPARTMENT casework is completed.
- 2.2.4 Providing a Project Manager, who shall act as a central point of contact with the SHERIFF. The Project Manager/alternate shall have full authority to act for TORRANCE POLICE DEPARTMENT on all matters relating to the daily operation of the Agreement.

**3.0 MATERIALS AND EQUIPMENT**

The purchase of all materials and equipment to provide the required services will be provided by the SHERIFF. If cost of the materials and equipment to provide services do not meet the Sheriff's current criteria for testing and approval cause the Sheriff's Department's total cost under the contract to exceed the Contract Sum, The TORRANCE POLICE DEPARTMENT, at its option, may provide additional funding for the purchase of materials and supplies used during the testing of its cases and samples.

**4.0 OVERTIME**

TORRANCE POLICE DEPARTMENT shall provide, when available and necessary, funding for optional overtime for the assigned DNA Senior Criminalist or other SHERIFF personnel as determined by TORRANCE POLICE DEPARTMENT. Prior to performing any overtime work, the TORRANCE POLICE DEPARTMENT shall provide written authorization (memorandum, fax, or email) for the time expenditure. If the overtime work exceeds the SHERIFF's estimate, the TORRANCE POLICE DEPARTMENT Project Manager or assigned designee must be notified and approve the excess cost.

**5.0 QUALITY ASSURANCE**

The SHERIFF has established and utilizes a comprehensive Quality Assurance Program that is appropriate to the testing activities to assure a consistently high level work product. TORRANCE POLICE DEPARTMENT may observe performance and activities, and review documents relevant to this agreement at any time during normal business hours. However, TORRANCE POLICE DEPARTMENT may not unreasonably interfere with the SHERIFF's performance nor be able modify or alter established testing or quality assurance procedures.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AND THE CITY OF TORRANCE**

Changes to this Memorandum of Understanding can be made pursuant to agreement by the designated contact officers. The City of Torrance, through its Police Department and the County of Los Angeles, through its Sheriff's Department, has acknowledged and agreed that the specialized law enforcement services set forth in this MOU shall be deemed to be a part of the master Supplemental Law Enforcement Services Agreement.

EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

The TORRANCE POLICE DEPARTMENT

By \_\_\_\_\_  
Chief of Police

The LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By \_\_\_\_\_  
Scientific Services Bureau Chief

ATTEST:

The LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By \_\_\_\_\_  
Deputy County Counsel

**Torrance/Long Beach  
Senior Criminalist  
FY 2008-09**

		<u>Senior Criminalist</u>
Annual Salary (1)		92,046
Employee Benefits (1)	40.873%	37,622
Department OH (2)	15.112%	13,910
Countywide OH (2)	1.449%	<u>1,334</u>
Total		<u><u>144,912</u></u>

(1) Per the 2008-09 LECC study.

(2) Per 2008-09 Aero Bureau study.