Council Meeting of
June 13, 2006

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

Members of the Council:

SUBJECT: Recommendation to continue the contract with the Los Angeles County Sheriff's Department for a DNA Senior Criminalist.

Expenditure: $153,697 per year for two years

RECOMMENDATION

It is the recommendation of the Chief of Police that City Council approve an additional two years of a contractual agreement with the Los Angeles County Sheriff's Department to dedicate a DNA Senior Criminalist to handle DNA evidence from Torrance criminal cases, in the amount of $153,697 per year.

Funding

Funding is available in the Police Department operating budget.

BACKGROUND

On December 8, 2003, the City of Torrance entered into an agreement with the Los Angeles County Sheriff's Department to dedicate a Senior Criminalist to handle DNA evidence from Torrance criminal cases. The arrangement has been very successful. A Los Angeles Sheriff's Department (LASD) Senior DNA Criminalist has been assigned full-time to work exclusively on Torrance cases. In addition to the work being completed on several unsolved homicides, this Senior Criminalist has conducted training for the Police Department's Crime Scene Investigation Detail (CSI) and other Torrance officers.

Per the City's original agreement adopted by the County Board of Supervisors on December 16, 2003 (Attachment A), the contract term was from December 8, 2003 to June 30, 2006, renewable for successive periods of up to five years each. Per a duplicate original of the agreement on file with the County of Los Angeles (Attachment

B), the initial term was from December 8, 2003 to June 30, 2008. The five-year term specified in the County's duplicate original agreement is consistent with the parties' intent; consequently, Staff requests that Council ratify the agreement through June 30, 2008.

ANALYSIS

The composite rate for one LASD DNA Senior Criminalist is currently $126,197 per year. The Police Department is proposing that one unfilled officer position in Detectives continue to be frozen in order to fund the criminalist position. Under the contract proposal, the Department has offered to pay for a portion of the materials and supplies used by the DNA Senior Criminalist up to an amount of $7,500 annually. The difference in pay of approximately $20,000 will be used to fund additional overtime and other expenses anticipated for the cold case homicide investigations planned and in progress.

By ratifying the agreement term to June 30, 2008, the DNA Criminalist position would be funded for another two years. At the end of the two years, the Police Department will conduct a cost/benefit analysis to determine if the DNA Criminalist position should continue to be funded. If the need no longer exists, the frozen Police Officer position in the Detective Division that funds the DNA Criminalist position would be reinstated.

Respectfully submitted,

James D. Herren
Chief of Police

CONCUR:

LeRoy J. Jackson
City Manager

Attachments:

A. Agreement to Provide Supplemental Law Enforcement Services; original on file with the City of Torrance

B. Agreement to Provide Supplemental Law Enforcement Services; duplicate original on file with the County of Los Angeles

Attachment A

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

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Attachment A

AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this **8th** day of **December, 2003** 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

1.1_ 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 December 8, 2003 and shall remain in effect until June 30, 2006.

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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Attachment A

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

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

95 DEC 16 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

CITY OF TORRANCE

By _____
CITY OF TORRANCE, MAYOR

ATTEST:

By _____
City Clerk

By _____
City Attorney

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

_____
Senior Deputy County Counsel 12/1/03

Attachment B

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: 95 OF DEC 16 2003

AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES

Attachment B

THIS AGREEMENT, made and entered into this 8th day of December, 2003 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

1.1 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.

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95 OF DEC 16 2003

2.0 ADMINISTRATION OF PERSONNEL

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COUNTY OF LOS ANGELES
& THE CITY OF TORRANCE

Attachment B

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COUNTY OF LOS ANGELES

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

95 DEC 16 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

CITY OF TORRANCE

By _____
DAN WALKER
City of Torrance, Mayor

ATTEST:

By _____
SUE HERBERS, CMC
City Clerk

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

By _____

APPROVED AS TO FORM:
Lloyd W. Pellman County Counsel

_____
Senior Deputy County Counsel

95 OF DEC 16 2003