County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

RENEWAL OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF TORRANCE FOR DNA CRIME LAB SERVICES (4TH DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking approval to renew a service agreement with the City of Torrance. The Torrance Police Department employs, under contract, a senior criminalist to perform forensic DNA testing and analysis for crimes committed in their city. The criminalist also performs testing and analysis for crimes committed in the unincorporated areas of the County, once the Torrance workload is completed.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and execute the attached renewal Service Agreement Contract (Exhibit 1) authorizing the Department to provide supplemental law enforcement services to the City of Torrance for DNA Crime Lab Services.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to gain your Board's approval for the Department to provide supplemental law enforcement services to the City of Torrance for one senior criminalist to perform DNA testing and analysis, effective July 1, 2008, through June 30, 2013.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan Goal 2, Workforce Excellence, by enhancing the quality and productivity of service.

FISCAL IMPACT/FINANCING

There will be no net County cost to this agreement. The City of Torrance shall pay the Department for the services according to the appropriate and prevailing billing rates, as determined by the Auditor-Controller for the 2008-09 Fiscal Year. The City of Torrance is aware that rates will change at the beginning of every fiscal year, hereafter as determined by the Auditor-Controller.

Based on current projections, the City of Torrance will offset the cost for services in the amount of $144,912 annually for one senior criminalist.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City of Torrance Police Department desires to obtain the services of a DNA criminalist to enhance the successful prosecution of criminal cases requiring DNA forensic analysis. On May 19, 2008, Torrance's City Counsel approved the Supplemental Law Enforcement Services Agreement with the County of Los Angeles for a DNA criminalist.

This agreement has been approved as to form by County Counsel.

The attached contract analysis in accordance with the Board of Supervisors' Policy, Law Enforcement Services Contracts Review Policy, Policy Number 5.045 has been approved by both the Auditor Controller and Chief Executive Office.

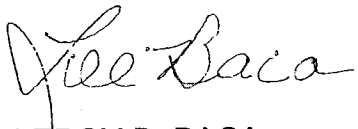
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department provides DNA testing for all of the cities and the unincorporated areas and within Los Angeles County, with the exception of the City of Los Angeles. This contract will have no negative impact on the services provided by the Department and will ultimately reduce the burden on the Department's Scientific Services Bureau's DNA caseload by one city.

CONCLUSION

Upon approval by your Board, please return two (2) originally executed agreements to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

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

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

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

By _____
Deputy

APPROVED AS TO FORM:
~~LLOYD W. PELLMAN~~ Raymond Fortner, Jr.
County Counsel

By _____
Senior Deputy County Counsel

CITY OF TORRANCE
A Municipal Corporation

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By: _____

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.

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

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

(1) Per the 2008-09 LECC study.
(2) Per 2008-09 Aero Bureau study.

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: **City of Torrance (Torrance Police Department)**

Incorporated City X Other Agency

1. Description of Services to be provided: The Sheriff's Department is seeking approval to renew the current contract with the City of Torrance for supplemental law enforcement services. The Torrance Police Department has requested the continued services of a Senior Criminalist to perform forensic DNA testing and analysts for crimes committed in their City.

2. Required Resources:

Personnel:	**#**	
Senior Criminalist	1	$144,912
TOTAL PERSONNEL	**1**	**$144,912**
TOTAL REQUIRED RESOURCES		**$144,912**

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES NO X

3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, ect.): No new additional staffing is currently required. This contract renewal will take effect July 1, 2008, and remain in force until June 30, 2013. The contracted position will continue to be staffed by an existing trained Senior Criminalist at Scientific Services Bureau.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services: Any vacancies in unincorporated area service positions will be filled on an overtime basis until they are filled with newly hired deputy personnel; therefore, the contract will not affect the unincorporated area services.

Department Contact: Captain Edward F. Rogner or Sergeant Elsa Avila **Phone:** 323 526-5737

APPROVAL SIGNATURES:

Wendy L. Watanabe 6/3/06 — 6-3-08

AUDITOR-CONTROLLER'S OFFICE **DATE** **CHIEF EXECUTIVE OFFICE** **DATE**

Attachment A

Personnel Costing Model

Senior Criminalist

Salary	$92,046
Employee Benefits	$37,622
Countywide Overhead	$ 1,334
Department Overhead	$ 13,910
Total	$144,912