



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: September 22, 2014

SUBJECT: ADOPT RESOLUTION NO. 14-63 AUTHORIZING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF CONCORD AND SAN MATEO COUNTY FOR FORENSIC LABORATORY SERVICES FOR A PERIOD OF THREE YEARS, IN AN AMOUNT NOT TO EXCEED \$99,000 OVER THE THREE YEAR LIFE OF THE CONTRACT (GENERAL FUND)

Report in Brief

The Concord Police Department (CPD) recognizes the need for prompt evidence processing, examination, and expertise of criminalistics services. Due to existing staffing shortages at the Contra Costa County Crime Lab, some necessary services are unavailable and have caused an unintended delay in criminalistics services. The Concord Police Department is seeking to continue the use of the San Mateo County Forensic Laboratory to expedite serious cases and provide services currently not available at the Contra Costa County Crime Lab.

Background

The City of Concord has traditionally contracted exclusively with the Contra Costa County Crime Lab. In September 2007, and again in December 2011, as a result of staffing shortages and processing delays at the Contra Costa County Criminalistics Laboratory, the Concord City Council approved three-year contracts with the San Mateo County Crime Lab to provide criminalistics services to the Concord Police Department. The CPD continues to rely on both labs to provide criminalistics services to the City.

Discussion

In more serious cases, including homicide, sexual assault and other violent felonies or serious property crimes, investigations can be expedited by timely processing and evaluation of crime scene evidence by a certified criminalistics laboratory. Due to the staffing shortages at the Contra Costa County Crime Lab in 2007, CPD began to utilize the San Mateo County Forensic Laboratory for select criminalistics needs. The San Mateo County Forensic Laboratory has performed these services promptly and professionally since 2007. The San Mateo Forensic Laboratory is accredited by the American Society of Crime Laboratory Directors – Laboratory Accreditation Board to ISO 17025 standards and offers a competitive hourly rate in comparison to other County Crime Labs. Staff recommends the continuance of a contractual relationship with San Mateo County Forensic Laboratory for a period of three years, through fiscal year 2016/2017. The CPD Investigations Managers will determine which cases

**APPROVE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF CONCORD AND
SAN MATEO COUNTY FOR FORENSIC LABORATORY SERVICES FOR A PERIOD OF
THREE YEARS, IN AN AMOUNT NOT TO EXCEED \$99,000**

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qualify for expedited submission to the San Mateo County Criminalistics Laboratory in a case by case basis, based on the needs of the individual case.

Fiscal Impact

The proposed contract is for a period of three years beginning with Fiscal Year 2014/2015. During Fiscal Year 2014/2015, Forensic Services will be billed at \$202.45 per hour. This hourly rate will be subject to a 4 percent inflation adjustment for each subsequent fiscal year. Beginning with Fiscal Year 2014/2015, the City will pre-pay for 100 hours of service per year at the current hourly rate. Additional hours will be billed monthly at the hourly rate. Any unused hours will be credited to the following year at that year's adjusted hourly rate. The contract will not exceed a total of \$99,000 over the three year contract. Monies are currently available in the Police Department operating budget.

Public Contact

Posting of the Council agenda.

Recommendation for Action

Staff recommends the City Council adopt Resolution No. 14-63, a resolution approving a contract between the City of Concord Police Department and San Mateo Criminalistics Laboratory for evidence processing, examination and expertise to enhance service delivery for a period of three years for a total amount not to exceed \$99,000; and to authorize the City Manager to execute the agreement.

Prepared by: David Hughes
Lieutenant, Investigations



Valerie Barone
City Manager

Reviewed by: Guy Swanger
Chief of Police

Attachment 1: Resolution No. 14-63

Attachment 2: Agreement between the County of San Mateo and the City of Concord

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

Approval of a Contract for Services between the City of Concord Police Department and the San Mateo Criminalistics Laboratory for Evidence Processing, Examination and Expertise to Enhance Service Delivery. The Contract is for a Three Year Period for a Maximum of \$99,000 Over the Life of the Contract

Resolution No. 14-63

WHEREAS, the Concord Police Department wants to assure the best service delivery in our efforts to solve criminal investigations and to impact crime trends as they occur; and

WHEREAS, the Contra Costa County Criminalistics Laboratory is currently resolving staffing shortages; and

WHEREAS, in order to enhance our current services and ensure prompt criminalistics response the Police Department seeks to enter into a contractual agreement with the San Mateo County Crime Lab; and

WHEREAS, since 2007, under two similar preceding contracts, the San Mateo County Crime Lab has provided professional, prompt services that enhance our own services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Enters into a contractual agreement with the San Mateo County Criminalistics Laboratory for a period of three years at a cost not to exceed \$99,000 over the duration of the contract. This contract has been reviewed and approved by the City Attorney’s Office.

Section 2. This contract is for supplemental expedited criminalistics work only and is in addition to, not a replacement for, the contract the City of Concord Police Department has with the Contra Costa County Crime Laboratory.

Section 3. The contract requires payment by the Concord Police Department, from the Concord Police Department budget, at the beginning of each fiscal year, 2014/2015, 2015/2016, and 2016/2017. Any unused but budgeted labor not used within the annual contract period will be credited to the following year.

Section 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on 22nd day of July, 2014 by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on July 22, 2014.

Mary Rae Lehman
City Clerk

APPROVED AS TO FORM:

Mark Coon
City Attorney

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SERVICES AGREEMENT
San Mateo County
Sheriff's Office Forensic Laboratory

AGREEMENT NO. 30000-15-D007

Agreement with:

CITY OF CONCORD - POLICE DEPARTMENT

1350 GALINDO STREET

CONCORD, CA 94520

Cheryl Owens | (925) 603-5878

Email: cherylo@cpd.ci.concord.ca.us

CITY: Upon receipt of an invoice, remit payment to:

Department: San Mateo County Sheriff's Office

Attention: Fiscal Services Bureau

Address: 400 County Center, 3rd Floor

City, State, Zip: Redwood City, CA 94063

For invoice or billing inquiries, please call (650) 363-4061

It is agreed between the San Mateo County Sheriff's Office, California ("County"), and City of Concord - Police Department ("City") as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, County shall perform services for City in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto.
2. **Contract Term.** The term of this Agreement shall be from **7/1/2014** to **6/30/2017**, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, City shall make payment to County in the manner specified herein and in Exhibit A. In the event that the City makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. In no event shall total payment for services under this Agreement exceed **NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$99,000.00)**.
4. **Relationship of the Parties.** City agrees and understands that the work/services performed by County under this Agreement are performed as an Independent Contract, and that City nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
5. **Insurance.**
 - A. **Workers' Compensation and Employer Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
 - B. **Liability Insurance.** Both parties shall be self-insured during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement.
6. **Hold Harmless.** City agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of City and/or its employees/officers/agents in the performance of this Agreement.
7. **Non-Assignability.** Neither party may assign this Agreement or any portion thereof to a third party. Violation of this Section shall automatically give County the option to terminate this Agreement without notice.
8. **Termination of Agreement.** The Sheriff or Sheriff's designee may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. In the event of termination, County shall be paid for all work satisfactorily performed through the date of termination.

- 9. Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Both parties shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
- 10. Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and City.
- 11. Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
- 12. Electronic Signature.** If both County and City wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

- For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.
- For City: If this box is checked by City, City consents to the use of electronic signatures in relation to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

FOR CITY:

CITY MANAGER	DATE
APPROVED AS TO FORM:	ATTEST:
CITY ATTORNEY	CITY CLERK

FOR COUNTY:

CONTRACT REQUESTOR SIGNATURE COUNTY OF SAN MATEO	DATE	ALEX KARAGIANES CONTRACT REQUESTOR NAME COUNTY OF SAN MATEO FORENSIC LABORATORY DIRECTOR CONTRACT REQUESTOR TITLE
PURCHASING AGENT SIGNATURE COUNTY OF SAN MATEO	DATE	NARAYAN NAIR PURCHASING AGENT NAME (DEPARTMENT HEAD OR DESIGNEE) COUNTY OF SAN MATEO FINANCIAL SERVICES MANAGER PURCHASING AGENT TITLE 30181 BUDGET UNIT

EXHIBIT A

Agreement between the San Mateo County Sheriff’s Office and City of Concord - Police Department

1. SCOPE.

In consideration of City’s payment as set forth herein, the San Mateo County Sheriff’s Office Forensic Laboratory will provide City - Police Department with:

- A. Forensic services, to assist City’s Police Department in the investigation of criminal matters within City’s law enforcement services jurisdiction.
- B. A Sheriff’s Forensic Supervisor to assist City Police Department via phone 24/7.
- C. Training in the collection and preservation of evidence.
- D. The Sheriff’s Forensic Laboratory will perform the following forensic examinations, or seek out a provider at Sheriff’s Office direct cost, for the following services:
 - Latent print AFIS searches
 - Fingerprint comparison
 - Fingerprint processing of evidence
 - Firearms comparison
 - Gun identification
 - Serial number restoration
 - Firearms NIBIN searches
 - Distance determination
 - Tool mark comparison
 - Physical match
 - Forensic biology serology screening
 - Forensic biology DNA typing
 - Gunshot residue
 - Trace analysis, (hair/fibers)
 - Shoe/tire impressions
 - Blood pattern interpretations
 - Solid Dosage Drug Testing
 - Blood Alcohol Testing
- E. Each year the Sheriff’s Forensic Laboratory Director shall meet with City Police Department’s Chief to establish specific service level objectives for the upcoming contract period.
- F. The Sheriff’s Laboratory Director shall provide the Police Chief with a written report as part of the annual report, containing a summary of activities for the previous period, by December 31 following the end of the contract period.

2. AMOUNT AND METHOD OF PAYMENT.

In consideration of the services provided by Sheriff’s Office pursuant to Section 1, **Scope**, and subject to the terms of the Agreement, City of Concord - Police Department shall pay Sheriff’s Office based on the following schedule and terms:

A. Service Fee Schedule.

Hourly Service Fee	Fiscal Year (FY)	Term	Pre-Payment Amount / Date Due (100 Hours)
\$202.45	2014-15	July 1, 2014 to June 30, 2015	\$20,245 - July 30, 2014
\$210.55	2015-16	July 1, 2015 to June 30, 2016	\$21,055 - July 30, 2015
\$218.97	2016-17	July 1, 2016 to June 30, 2017	\$21,897 - July 30, 2016

B. Pre-Paid Service Hours.

- 1.) At the beginning of each Fiscal Year (July 1), City will pay Sheriff’s Office in advance for 100 hours of service based on that Fiscal Year’s adjusted hourly service fee. Payment shall be made to County no later than July 30th of each year.
 - a) If City uses all pre-paid hours during the Fiscal Year, County will invoice City on a monthly basis according to the hourly service fee for that Fiscal Year.
 - b) At the end of each Fiscal Year (June 30), if there is a balance of unused pre-paid service hours, the balance of unused hours will be credited to the next Fiscal Year term and charged at that adjusted Fiscal Year’s hourly service fee.

2.) At the end of this contract's term (June 30, 2017), any unused pre-paid service hours will be forfeited unless the contract is renewed. If such contract renewal occurs, the balance of unused hours will be credited towards the Fiscal Year 2017-18 term and charged at the adjusted FY 2017-18 hourly service fee.

C. Sheriff's Office Fiscal Services Bureau shall submit an invoice to City for payment. Invoices will be sent to:

City of Concord
ATTN: Cheryl Owens
1350 Galindo Street
Concord, CA 94520

-or-

Email: cherylo@cpd.ci.concord.ca.us