

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: July 28, 2015

**SUBJECT: APPROVE AN AGREEMENT WITH THE CONTRA COSTA COUNTY SHERIFF'S CRIME LAB FOR FORENSIC SERVICES (GENERAL FUNDS)****Report in Brief**

The Concord Police Department has contracted exclusively with the Contra Costa County Sheriff's Department Crime Lab for necessary forensic services over the past several years. These services are required in serious cases and/or crime investigations, as the Sheriff's Lab possesses indispensable analytical equipment and expertise.

Staff recommends the City Council approve a contractual agreement between the City of Concord and the Office of the Contra Costa County Sheriff's Crime Laboratory in the amount of \$495,000 for FY 2015-2016, and \$495,000 for FY 2016-2017 to continue those services; and to authorize the City Manager to execute the agreement.

**Background**

The Concord Police Department has relied upon the competent forensic services provided by the Sheriff's Crime Lab for many years. The Crime Lab provides services to the Department such as analysis of narcotics and drugs and forensic examination of trace evidence in homicide investigations, critical contributions toward solving a case. This contractual agreement formalizes the terms, conditions and consideration for the services required by the Concord Police Department.

**Discussion**

This inter-agency agreement exists pursuant to Government Code sections 6500 et. seq. and applies only to services provided by the Forensic Services Division of the Office of the Sheriff. The agreement continues in force until terminated by either party, which requires thirty days' written notice.

**APPROVE AN AGREEMENT WITH THE CONTRA COSTA COUNTY SHERIFF'S  
CRIME LAB FOR FORENSIC SERVICES**

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**Fiscal Impact**

Historically the cost of the agreement to the City of Concord was dependent upon a formulaic application found in the contract that considered the work provided to the Concord Police Department by the Sheriff's Crime Lab over the previous three calendar years. In 2009, a new fee structure was established in response to the County's fiscal crisis that was formulated by payment of services only as they are requested, and the fees were significantly increased. Since FY 2009-2010 the billing structure fees have remained constant, and there are no additional increases imposed in this current two-year contract. The estimated total cost for Crime Lab services for FY 2015-16 is \$495,000, and for FY 2016-2017, \$495,000.

The Police Department has already implemented policies and practices aimed at reducing Crime Lab usage where practical. The Department will be vigilant in its efforts to further ease the burden of these fee increases as it moves forward in the hopes of diminishing these projected costs.

**Public Contact**

Posting of the Council agenda.

**Recommendation for Action**

Staff recommends the City Council approve a contractual agreement between the City of Concord and the Office of the Contra Costa County Sheriff's Crime Laboratory in the amount of \$495,000 for FY 2015-16 and \$495,000 for FY 2016-17 to continue those services; and to authorize the City Manager to execute the agreement.



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Attachment 1: Inter-Agency Agreement between County of Contra Costa and City of Concord

**INTER-AGENCY AGREEMENT BETWEEN COUNTY OF  
CONTRA COSTA and CITY OF CONCORD FOR  
THE PROVISION OF FORENSIC SERVICES**

This Agreement is entered into between the County of Contra Costa, (hereinafter "County") and the City of Concord (hereinafter "Agency") to provide Forensic Services (hereinafter "Agreement"). The parties to this Agreement mutually agree and promise as follows:

1. Term. The effective date of this Agreement is July 1, 2015, and terminates June 30, 2017.
2. Purpose of Agreement. The County will provide forensic services (through the Forensic Services Division of the Office of the Sheriff) to Agency to assist in the investigation of criminal matters.
3. County's Obligations. This Agreement applies only to services provided by the Forensic Services Division (FSD) of the office of the Sheriff for incidents occurring on the effective date of and before the termination of the Agreement.
  - A. County will provide forensic services when requested by the Agency. County reserves the right to determine if the service will or can be provided, and the type of service needed based on a review of the evidence and case circumstances.
    - 1) If County will not or can not provide the service, Agency will be advised of the reason and be provided an alternate resource if the request is determined to be forensically legitimate.
  - B. County, through staff of the Sheriff's Fiscal Unit, will monthly invoice Agency for services rendered.
    - (1) The invoice will itemize the charges to include each request completed during the invoiced time period and the services provided for each request.
  - C. County will prioritize the requests received first based on severity of the crime and urgent public safety concerns, followed by trial deadlines. Routine requests that do not have exigent public safety concerns or trial deadlines will be prioritized based on the date of request.

D. County will endeavor to provide as timely a service possible based on resources available. If County can not meet Agency's timeline needs for a particular case, Agency may retrieve the evidence at any time to send to an outside forensic resource. Agency will not be charged for any administrative overhead under these circumstances.

(1) If examinations had occurred by County prior to Agency withdrawing the evidence, Agency will be charged for the cost of the examinations conducted to date.

E. County will provide witness and expert testimony for services rendered at no additional cost to Agency.

F. County reserves the right to modify, add, or stop the scope of forensic services that can be provided dependent upon resources and justice system needs.

G. County will maintain an on-call crime scene expert who will be available twenty-four (24) hours seven (7) days a week, to provide technical advice to Agency for homicide or other major felony scene processing involving complex evidence issues.

(1) Agency must have trained staff respond to scenes to handle the routine aspects of crime scene documentation or processing on cases involving call out of County staff.

(2) County will, per Officer Involved Protocol, assume lead crime scene responsibility for Officer Involved Protocol cases.

H. County will provide forensic consultation services to Agency at no charge to assist Agency in their investigation or to advise Agency as to what evidence should be submitted and what forensic services should be requested.

4. Agency's Obligations.

A. The cost for the service provided by County will be based on the Board of Supervisor's approved Forensic Services Fee Schedule that is in effect during the fiscal year when the request for service is made. Agency shall pay County, in full, no later than 60 days after receipt of invoice.

- B. Agency will abide by County's requirements for evidence packaging and request for service procedures.
    - 1) County may change packaging or request procedures and will notify Agency of such changes.
  - C. Agency will notify County of exigencies pertaining to the prioritization needs of the request such as public safety concerns, urgent investigative needs, and suspect flight risks.
  - D. Agency will ensure a request for service is rescinded if the work is no longer needed.
    - 1) County will not be responsible for work done on a request in cases where Agency failed to notify County that the work was no longer needed.
  - E. Agency will promptly notify County of any requests that are considered confidential such as internal affairs inquiries.
5. Accountability of Funds. County shall account for all funds provided hereunder and maintain appropriate records and reports regarding all work. County shall provide a financial report upon request following each fiscal year in which this agreement was in effect.
6. County's Employees. County retains control over County's officers and employees providing services hereunder.
7. Property and Equipment. All property and equipment purchased and/or used in the performance of services hereunder by County shall be and remain the property and equipment of the County throughout the term of this Agreement and upon termination of this Agreement. County shall have responsibility for the maintenance of the facilities, equipment, and property used in the performance of services hereunder by County.
8. Termination. This Agreement may be terminated by either party, at their sole discretion, upon thirty-day advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
9. Disputes. Disagreements between County and Agency concerning the meaning, requirements, or performance of this Agreement shall be subject to final written determination by the head of the county department for which this Agreement is made, or his designee, or

in accordance with the applicable procedures (if any) required by the state or federal government.

10. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agents, servant, employee, partnership, joint venture or association.
11. Restrictions. As required by Government Code Section 26227, the powers of the parties under this Agreement shall be subject to the restrictions on such powers applicable to Contra Costa County.
12. Modifications and Amendments. This Agreement may only be modified or amended by the mutual written agreement of Agency and the Contra Costa Board of Supervisors.
13. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
14. Mutual Indemnification. County agrees to indemnify and hold harmless Agency for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this Agreement.

Agency agrees to indemnify and hold harmless County for the Agency's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the Agency, its officers or employees.

15. Notices. Any notices, requests, demands or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been given on the date of service if served personally on the party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

COUNTY:

Office of the Sheriff-Coroner  
651 Pine Street, 7<sup>th</sup> Floor  
Martinez, California 94553  
Attn: Contracts and Grants

AGENCY:

Chief of Police  
City of Concord  
1350 Galindo Street  
Concord, CA 94520



COUNTY OF CONTRA COSTA

CITY OF CONCORD

By \_\_\_\_\_  
Chair, Board of Supervisors  
or Designee

By \_\_\_\_\_  
City Manager

ATTEST:

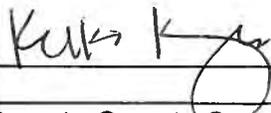
ATTEST:

By \_\_\_\_\_  
Mary Jane Robb  
Office of the Sheriff  
Chief of Management Services

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By   
Deputy County Counsel

By   
City Attorney

  
Agency County

Finance Director's Certification  
City of Concord

Date: \_\_\_\_\_

Account Code: \_\_\_\_\_

Amount:           **\$** \_\_\_\_\_

I hereby certify that adequate funds exist or will be received during the current fiscal year 2015/16 to pay the anticipated expenses to be incurred pursuant to this contract.

\_\_\_\_\_  
Finance Director



**CONTRA COSTA COUNTY**  
**OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU**  
**FORENSIC SERVICES DIVISION**  
**FEE SCHEDULE**  
**Fiscal Year 2015-2017**

Drug, Alcohol, and Toxicology Section  
 1960 Muir Rd., Ste 201  
 Martinez, CA 94553  
 925-313-2800

**Alcohol Services**

<b>Alcohol Analysis</b>	<b>\$100 / sample</b>
<b>Alcoholic Beverages Quantitative Analysis</b>	<b>\$330 /sample</b>
<b>Fluoride Preservative Testing</b>	<b>\$240 / sample</b>
<b>Blood Withdrawal Services</b>	<b>Actual cost plus 5% program management fee</b>
<b>Instrument Maintenance Fee</b>	
<b>Minimum 48 Test Subjects/yr</b>	<b>No Charge</b>
<b>&lt;48 Test Subjects/yr</b>	<b>\$110 /test</b>
<b>DUI Checkpoint</b>	<b>\$250 /hr</b>
<b>Breath Operator Training</b>	<b>\$300 /student</b>

**Toxicology Services**

<b>Tox Analysis Screen (Acid/Neutral or Basic)</b>	<b>\$150 / sample</b>
<b>Tox Analysis Screen (Comprehensive)</b>	<b>\$300 /sample</b>
<b>Tox Analysis Specialty Screens</b>	<b>\$150 /sample</b>
<b>Tox Analysis Confirmation</b>	<b>\$250.00 / per drug</b>

**Drug (Solid Dosage) Services**

<b>Solid Dose Analysis</b>	<b>\$180 /sample</b>
<b>Quantitation (Methamphetamine and Cocaine)</b>	<b>\$250 /hour</b>
<b>Non-Routine Drugs</b>	<b>\$250 / hour</b>
<b>Drug Lab Analysis</b>	<b>\$250 /hour</b>

**Fingerprint Services**

*Fees are for services not funded by the Cal-ID program*

Central Identification Services  
 Latents: 2530 Arnold Dr., 2<sup>nd</sup> Floor. Martinez, CA 94553  
 Inked Prints/LiveScan:2530 Arnold Dr. Suite 190.  
 Martinez, CA 94553  
 Latents 925-335-1600  
 Inked Prints 925-957-7100

<b>Latent Print Processing</b>	<b>\$250 /hour</b>
<b>Latent Print Comparison and AFIS Entry</b>	<b>\$250 /hour</b>
<b>Inked Print Verifications</b>	<b>\$250 /hour</b>
<b>Applicant Live Scan Service</b>	<b>\$35/per scan/card</b>



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Criminalistics Section  
2530 Arnold Dr. ,2<sup>nd</sup> Floor  
Martinez, CA 94553  
925-335-1600

**Comparative Evidence Services**

<b>IBIS Testing</b>	<b>No Charge</b>
<b>IBIS Hit Confirmation</b>	<b>\$250 /hour</b>
<b>Firearms Make &amp; Model Determination</b>	<b>\$250/ hour</b>
<b>Firearms Function Test</b>	<b>\$250 /hour</b>
<b>Firearms Identification</b>	<b>\$250 /hour</b>
<b>Serial Number Restoration</b>	<b>\$250 /hour</b>
<b>Distance Determination</b>	<b>\$250 /hour</b>
<b>Other Firearms Testing</b>	<b>\$250 /hour</b>
<b>Toolmark Comparison</b>	<b>\$250 /hour</b>
<b>Fracture Match Comparison</b>	<b>\$250 /hour</b>
<b>Shoe Print/Impression Comparison</b>	<b>\$250 /hour</b>
<b>Tire Print/Impression Comparison</b>	<b>\$250 /hour</b>

**Forensic Biology Services**

<b>Sexual Assault Evidence Kit Screening</b>	<b>\$250 /hour</b>
<b>Biological Stain Preliminary Screening</b>	<b>\$250 /hour</b>
<b>Other Biological Screening</b>	<b>\$250 /hour</b>
<b>DNA Typing (STR profiling, including CODIS upload if applicable)</b>	<b>\$250 /hour</b>
<b>CODIS Hit Confirmation</b>	<b>\$250 /hour</b>

**Trace Evidence Services**

*Trace Evidence Services are currently being outsourced. The Trace Unit can facilitate the identification of a suitable forensic laboratory to outsource the work. The simple identification of a suitable laboratory will be done at no charge. Agencies can opt to send the evidence directly to the outsourced laboratory or utilize the resources of the Trace Unit to perform the outsourcing of the request and evidence at a cost. The outsourced laboratory will be provided the agencies information for direct billing.*

<b>Trace Request Outsource Facilitation</b>	<b>\$250 /hour</b>
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**Crime Scene Services**

*Crime scene response is limited to homicides, officer involved protocol cases, or other major felony cases involving complex physical evidence issues. Agencies are required to have their own CSI or competent evidence technician available to assist with the processing and to collect the evidence.*

<b>Scene Response</b>	<b>\$250 /hour/CSI</b>
<b>Crime Scene Reconstruction</b>	<b>\$250 /hour</b>



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**Rush Analysis:** Examinations (except DNA) requiring analytical results within (5) court days will be charged an additional \$200 per request. Rush DNA requests that are not in the submitted backlog where results are needed within 30 calendar days will be charged an additional \$500 per request. **These rush fees do not apply to investigative needs before the case is filed, only to cases where the case has been filed with the District Attorney's Office, the preplanning for trial purposes was delayed, and the rush request requires laboratory management to reshuffle resources to meet the trial deadlines.**

**Outsourced or Referee Analysis:** Samples forwarded to an outside laboratory by lab staff at the request of the submitting agency, attorney, or pro per defendant will be charged the hourly rate of \$250/hr to prepare the evidence.

**Testimony:** The Forensic Services Division does not charge for testimony resulting from our own laboratory analysis, scene response, or evidentiary breath test results from our breath testing instruments. Expert witness testimony being requested when laboratory analysis was not performed will be charged at the \$250 /hr rate.

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Fees charged by the hour are calculated at full hour or part thereof. The above fee schedule does not apply when fees are specifically regulated by the State of California, or as provided by state law.

Inquiries regarding the Fee Schedule or for services not listed should be directed to the Chief of Forensics at 925-313-2800.



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**Service Definitions**

**Alcohol Services**

- Alcohol Analysis:** Analysis of blood or urine samples to determine ethanol content using headspace gas chromatography.
- Alcohol Beverage Quantitative Analysis:** The determination of the ethanol concentration in an alcoholic beverage.
- Preservative Testing:** Analysis of blood or urine containers to determine the presence of sodium fluoride.
- Blood Withdrawal Services:** The Forensic Services Division (FSD) manages the county-wide contract for phlebotomists or nurses to be available on-call to respond at the agencies request for blood withdrawal.
- Instrument Maintenance Fee:** The FSD manages the breath testing instruments distributed throughout the county. Routine maintenance as well as repair service is provided at no charge. Agencies that underutilize their instrument will be charged to compensate FSD for the on-going maintenance.
- Referee Alcohol Analysis:** A charge is applied to attorneys or pro per defendants requesting their clients or their own blood or urine samples to be sent to another laboratory for testing.

**Toxicology Services**

- Tox Analysis Screen – Acid/Neutral:** Screens for **common sedatives** (Barbiturates, Meprobamate, Glutethimide, Diazepam, Nordiazepam, Flurazepam, Methaqualone), **Miscellaneous Drugs** (Carbamazepine, Methyprylon, Carisoprodol).
- Tox Analysis Screen – Basic:** Screens for **common antidepressants** (Amitryptiline, Desipramine, imipramine, Nortriptyline, Haloperidol), **antihistamines** (Diphenhydramine, Triprolidine), **opiates** (Codeine, Hydrocodone, Oxycodone), **some synthetic narcotics** (Mepiridine, Propoxyphene, Pentazocine, Methadone), **stimulants** (Cocaine, Methamphetamine, Amphetamine, MDMA), **Miscellaneous Drugs** (Fenfluramine, Quinine, Lidocaine)



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**Tox Analysis Specialty Screens:**

- 1) Cannabinoids (Marijuana), Carisoprodol, Methadone, Oxycodone
- 2) Phencyclidine (PCP) Urine
- 3) Three Panel Screen - Methamphetamine/Amphetamine, Cocaine/Cocaine Metabolite, Opiates (Codeine/morphine)
- 4) Four Panel Screen - Methamphetamine/Amphetamine, Cocaine/Cocaine Metabolite, Opiates, Benzodiazepines, Barbiturates
- 5) Volatiles – Blood/Urine – Acetone, Methanol, Isopropanol

**Tox Analysis Confirmation:** Analysis that follows if Tox screening is positive. Available on request.

**Drug (Solid Dosage) Services**

**Solid Dosage Analysis:** Analysis of solid drugs, pills, or botanical material to determine if a controlled substance is present. Testing involves both presumptive and confirmatory tests.

**Quantitation (Meth or Cocaine):** The determination of the concentration of methamphetamine or cocaine in a solid drug.

**Non-Routine Drugs:** Controlled substances other than Methamphetamine, Cocaine, Heroin, or Marijuana. Non-routine drugs generally have specialized analytical procedures that are more time consuming than the normal procedures utilized for the routine drugs.

**Drug Lab Analysis:** Examination and analysis of substances collected from a suspected clandestine laboratory involved in the manufacture of a controlled substance.



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**Fingerprint Services**

**Latent Print Processing:**

Use of physical and chemical procedures on physical evidence to visualize and document ridge pattern detail. These procedures are more sensitive and better at recovering latent prints than the typical black powder methods used in the field.

**Latent Print Comparison:**

The comparison of latent prints, either submitted on latent print envelopes by outside agencies or developed during FSD's own latent print processing service, to named suspects or to other latent prints to establish a commonality between cases.

**AFIS Entry:**

Finger or palm prints of suitable quality are uploaded into the Automated Fingerprint Identification System and searched against local, regional, or national fingerprint databases to try to determine the identity of the person who left the print.

**Inked Print Verifications:**

A determination by a fingerprint examiner/technician that a fingerprint ten-print card contains the fingerprints of a particular individual. This task is usually accomplished by taking fresh set of prints from the person and comparing them to a previously obtained fingerprint ten-print card.

**Applicant Live Scan Service:**

The collection of electronic fingerprints via a LiveScan device of individuals that need to be fingerprinted for employment such as for teaching or day care employment.



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**Comparative Evidence Services**

- IBIS Testing:** The entry of test-fired cartridge cases from submitted firearms into the ATF's Integrated Ballistics Identification System (IBIS). The unique marks the firearm has left on the cartridge case are then searched against ATF's NIBIN database to determine if that firearm has been used in a crime. Cartridge cases from crime scene can also be uploaded to determine if other cases are linked. Bullets are not normally uploaded into IBIS but can be upon request.
- IBIS Hit Confirmation:** If a hit in the IBIS database occurs, a firearms examiner must do a manual comparison between the evidence from the cases that are linked. This service usually requires the agency to resubmit evidence.
- Make & Model Determination:** Determination of the possible brands and models of firearms that could have fired the cartridge cases and/or bullets recovered from a crime scene.
- Firearms Function Test:** Determines the operating characteristics of a firearms and whether those characteristics fall within the specifications of the manufacturer.
- Firearms Identification:** This service is the manual inter-comparison between cartridges, bullets, and/or firearms to determine commonality. The comparison can result in identifying the firearm that fired the evidence cartridge case or bullet.
- Serial Number Restoration:** The use of physical or chemical procedures to visualize obliterated serial numbers.
- Distance Determination:** The use of visual, physical, and chemical procedures to determine how far away the muzzle of a firearm was at the time it shot a target (usually the victim).
- Other Firearms Testing:** Firearms related services that do not fall under the other service categories such as silencer efficiency determination, ballistic calculations, etc.
- Toolmark Comparison:** Determination if a submitted tool made the marks left on an item of evidence or inter-comparison of tool marks between items of



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evidence to establish a commonality.

- Fracture Match Comparison:** The use of visual, physical, or chemical procedures to determine if two objects used to be joined together and have subsequently been torn, broken, or somehow otherwise separated.
- Shoe Print/Impression Comparison:** A manual comparison between marks left by shoes, whether on the surface or impressed, to shoes suspected of leaving the marks. If no shoes are available, a make and model determination can be done to provide a list of possible brands and models of shoes that could have left the marks. Shoe marks from different cases can be inter-compared to try and establish a commonality.
- Tire Print/Impression Comparison:** A manual comparison between marks left by tires, whether on the surface or impressed, to tires suspected of leaving the marks. If no tires are available, a make and model determination can be done to provide a list of possible brands and models of tires that could have left the marks. Tire marks from different cases can be inter-compared to try and establish a commonality.

### Forensic Biology Services

- Sexual Assault Evidence Kit Screening:** Examination of the individual contents of a Sexual Assault Evidence Kit (SAEK) for biological or, if needed, trace evidence. Positive SAEK screens usually result in the evidence being forwarded for DNA analysis.
- Biological Stain Preliminary Screening:** Examination of physical evidence for biological stains, generally but not limited to blood, semen, or saliva. The stains are characterized to their probable biological origin. If important, their physical appearance is documented and interpreted relative to the circumstances of the case. Evidence with positive biological screens can be forwarded to DNA typing if needed.
- Other Biological Screening:** Biological services that do not fall under the other services such as fecal or urine examinations, human versus animal source, etc.
- DNA Typing :** The generation and comparison of a STR DNA profiles from individuals and crime scene evidence. Suitable profiles can be



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uploaded and searched against the FBI's CODIS database.

**CODIS Hit Confirmation:**

If a hit in the CODIS database occurs to an offender, a fresh reference standard must be obtained from that individual and submitted to the FSD for DNA typing to ensure the integrity of the CODIS hit.

**Crime Scene Services**

**Scene Response:**

Criminalists and Crime Scene Investigators are on-call to provide telephonic consultation or scene response for homicides, officer-involved protocol cases, and other major felonies that have complex physical evidence issues. Agencies must have trained evidence technicians who will respond to assist FSD personnel with the scene processing and to collect the physical evidence.

**Crime Scene Reconstruction:**

Criminalists can be requested to perform trajectory analysis, blood pattern interpretation, or other reconstruction examinations to assist investigators and attorneys in understanding the actions that occurred during the commission of a crime that resulted in the presence of physical evidence.