



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Joel Hockman, Director of Public Safety

SUBJECT: Consideration and possible action to receive and file Agreement File No. 401.1 with the City of Cerritos for reimbursement for a fingerprint identification specialist.

DATE: June 13, 2016

EXECUTIVE SUMMARY

For over ten years, Bellflower and other area cities have contracted with the City of Cerritos to process latent fingerprints lifted at crime scenes by civilian Community Services Officers (CSOs). The processing time for prints in this efficient program is reduced to just a few days versus the months it often takes to process prints through the impacted Los Angeles County Sheriff's Crime Lab. As a result, Bellflower CSOs have been able to provide suspect information to Bellflower detectives in a timely fashion, which greatly increases the likelihood of them solving crimes and making successful arrests.

RECOMMENDATION TO CITY COUNCIL

- 1) Receive and file Agreement File No. 401.1; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The cost of services for this agreement is \$41.25 per hour. This rate compensates a fingerprint identification specialist for time spent analyzing latent fingerprints submitted by the City of Bellflower. The same rate is charged to each participating City. The projected cost of this program during the 2016-17 fiscal year is \$9,200.

DISCUSSION

This collaborative program has given the Bellflower Public Safety Team the opportunity to provide victims of crimes with more timely and more comprehensive service. A few examples where CSOs were able to acquire fingerprint evidence that ultimately proved critical in the arrest and conviction of perpetrators over the years include:

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- Copper thief apprehended through print left on interior panel of disassembled rooftop air conditioner at Foster Square. The suspect went to state prison.
- Burglar who stole from several apartment building storage lockers and burglarized a detached garage, was apprehended by fingerprints left at two scenes.
- Suspect who burglarized numerous homes along the San Gabriel River and the Woodruff corridor generally, identified and prosecuted.
- Residential burglar who battered victim when exiting the home was identified through fingerprint left on window.
- Burglar who stole several thousand dollars in electronic teaching aids and other property was identified through a print left in a Bellflower High School classroom.
- Vehicle wheel rim thief was identified through prints left inside vehicle when he burglarized it looking for the key to the rim locks. The stolen wheels and tires were subsequently discovered in the yard of the suspect's home on a search warrant based on the successful print hit. The suspect went to state prison.
- Car-jacking suspect was identified through prints left on the vehicle at the time of the crime. The victim then selected the suspect out of a photograph six-pack.
- Residential burglar was identified through a fingerprint found on a can of change handled during the burglary.
- A number of vehicle burglars have been identified through prints found on the interior side of car windows or on material handled inside cars. Some were three-strikers, most had long histories of criminal conduct and were regularly preying on our community.

ATTACHMENT

City of Cerritos FIS Agreement.....3

REIMBURSEMENT AGREEMENT – FINGERPRINT IDENTIFICATION SPECIALIST

This Agreement for Reimbursement of Fingerprint Identification Specialists (this "Agreement"), effective as of July 1, 2016 (the "Effective Date"), is entered into by the City of Cerritos, a municipal corporation (the "City"), and the City of Bellflower, a municipal corporation.

RECITALS

WHEREAS, Fingerprint Identification Specialists ("FISs") have been hired in a part-time, contract capacity by the City to work at the Cerritos Substation of the Los Angeles County Sheriff's Department (the "Cerritos Substation") located at 18135 Bloomfield Avenue, in the City of Cerritos, State of California;

WHEREAS, these FISs will perform certain services for the City and the City of Bellflower at the Cerritos Substation;

WHEREAS, the City has agreed, as an accommodation to the City of Bellflower, to pay the monthly costs associated with each FIS;

WHEREAS, the City of Bellflower has agreed that the costs and expenses of the FISs for work performed in connection with fingerprint cases that occur in the City of Bellflower will be reimbursed to the City on a quarterly basis; and

WHEREAS, the City and the City of Bellflower have agreed to enter into this Agreement to more specifically address the terms and conditions of such agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the City of Bellflower agree as follows:

AGREEMENT

1. The FIS' Services. Each FIS shall perform his/her services for the City of Bellflower at the Cerritos Substation. Each FIS shall have access to the current "CAL-ID" system equipment owned by the County of Los Angeles and located at the Sheriff's Substation. The Parties hereby acknowledge and agree the actual investigation of crime scenes shall be the responsibility of the City of Bellflower.

2. Related Costs and Expenses. The City of Bellflower hereby agrees to reimburse the City for the salary of the assigned FIS in the amount of \$41.25 per hour, computed to the nearest ¼ hour, for time actually spent by the assigned FIS on City of Bellflower cases. The City Manager (or his designee) for the City of Bellflower reserves the right to temporarily suspend use of billable FIS hours devoted to Bellflower cases for a specified period of time without nullifying this agreement. Such a request will be made in writing to the City.

3. Method of Payment. As an accommodation to the City of Bellflower, the City shall pay the amount of the fees billed by the FIS to the FIS on a monthly basis. The City shall send an invoice to the City of Bellflower on a quarterly basis, beginning on July 1, 2016, setting forth a description of the services provided by the FIS and the total fees relating to such services for such quarter. The City of Bellflower shall pay the amount indicated on such invoice for such quarter within thirty (30) days' receipt of such invoice, in the manner provided in the invoice. In the event the City of Bellflower fails to pay such overdue amount within sixty (60) days of the date such invoice was received, the City shall have the right to instruct the FIS not to perform any further services for the City of Bellflower, until such time as the City of Bellflower has paid all sums then due the City. In the event the City of Bellflower shall fail to pay such overdue amount within ninety (90) days of the date such invoice was received, the City shall have the right to terminate this Agreement with the City of Bellflower by providing thirty (30) days' written notice and if the City of Bellflower shall fail to pay such overdue amount, within this 30-day period, this Agreement shall terminate on the 30th day, and upon any such termination, neither party shall thereafter have any further liability or obligation to the other hereunder (except for items which have previously accrued and remain unpaid by the City of Bellflower and except for any liability of the City of Bellflower which survives such termination).

4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the third (3rd) anniversary date of the Effective Date, unless otherwise terminated or extended in a written agreement executed by the parties.

5. Amendment; Termination. No amendment to or modification of this Agreement shall be binding or enforceable unless it is in writing and signed by the parties. No earlier than six (6) months after the Effective Date, either party may request to meet with the other party to discuss the terms of this Agreement and to determine if any amendment is necessary in order to more fully effectuate the intent of the parties in entering into this Agreement. Either party may terminate this Agreement for any reason or for no reason by providing the other party with at least sixty (60) days' prior written notice; provided, however, that both parties agree to meet and confer in good faith to attempt to resolve any disputes prior to exercising such right of termination.

6. Effectuation of Agreement. The City and the City of Bellflower hereby agree to do all the things reasonably necessary to carry out and effectuate the terms of this Agreement, including, without limitation, drafting and/or executing appropriate documents, and not to do or fail to do anything, directly or indirectly, that will interfere with the terms and conditions of this Agreement or adversely affect any of the rights provided for herein.

7. Limitation on Liability; Indemnification. In entering into this Agreement with the City of Bellflower, the City does not guarantee to the City of Bellflower any level of service to be performed by the FIS, and the City shall not be liable to the City of Bellflower for any act or omission of the FIS in the performance of his/her services. The City of Bellflower hereby agrees to defend, protect and hold harmless the City and its employees, agents, elected officials and officers from and against any and all costs, expenses, penalties, damages, liabilities and losses resulting from any claim, cause of action or demand arising from, or in any way related to, the services performed for the City of Bellflower by the FIS pursuant to

this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City. The City hereby agrees to defend, protect and hold harmless the City of Bellflower and their respective employees, agents, elected officials and officers from and against any and all costs, expenses, penalties, damages, liabilities and losses resulting from any claim, cause of action or demand arising from, or in any way related to, the services performed for the City by the FIS pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City of Bellflower.

8. Representation and Warranties. Each party represents and warrants to the other as follows: (i) it has had an opportunity to consult with an attorney regarding the contents of this Agreement; (ii) it, or its authorized agent, has read the contents of this Agreement and understands such contents; (iii) that each person signing this Agreement (a) has the full authority to act on behalf of the party for which he or she is signing and (b) has the ability to bind such Party to the obligations and agreements set forth in this Agreement; and (iv) that no other person must sign this Agreement on behalf of such party in order to make the obligations hereunder binding and enforceable against such party.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

11. Terminology. The captions beside the section numbers of this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions.

13. Entire Agreement. The agreements contained herein shall supersede any and all other agreements between the City and the City of Bellflower with respect to subject matter hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first set forth above.

CITY OF BELLFLOWER
a general law City

By: _____
Jeffrey L. Stewart, City Manager

Attest:

Mayra Ochiqui, City Clerk

Approved As To Form:

Karl H. Berger, City Attorney

City of Bellflower
Agreement File No. 401.1

CITY OF CERRITOS
a general law City

By: _____
Art Gallucci, City Manager

Attest:

Vida Barone, City Clerk