



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** November 13, 2015  
**Board Meeting Date:** December 15, 2015  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Greg Munks, Sheriff  
**Subject:** Agreement with the City of Vallejo

**RECOMMENDATION:**

Adopt a resolution authorizing an agreement with the City of Vallejo for forensic services provided by the Sheriff's Office Forensic Laboratory for the term of July 1, 2015 through June 30, 2018, in an amount not to exceed \$350,000.

**BACKGROUND:**

In January 2004, the Sheriff's Office Forensic Laboratory transitioned to a "Fee-for-Service" system in order to offset the debt service accrued by the construction of the new facility. To arrive at an equitable fee schedule, the Laboratory staff, along with Sheriff's Office senior management and representative police chiefs and city managers, worked collaboratively to set both flat rate and billable fees. An Executive Steering Committee was also established to aid in resolving issues that could arise from this new environment.

The Sheriff's Office Forensic Laboratory has expanded its services through contracts with out-of-county cities including the cities of Concord, Union City, Fremont, and Pittsburg.

Since 2006, the City of Vallejo has been contracting with the County for forensic laboratory work conducted by the Sheriff's Office Forensic Laboratory.

**DISCUSSION:**

The Vallejo Police Department has limited staffing assigned to the Evidence Section of the Investigations Division which handles the processing and evidence collection of all major crime scenes. The use of the Sheriff's Office Forensic Laboratory will aid in more complex cases, multiple crime scenes and any incident beyond the capabilities of the Vallejo Police Department's Evidence Section.

The proposed three-year contract calls for the laboratory to respond to: 1) officer involved shootings or incidents in which the City's law enforcement officers are injured or killed in the line of duty; and 2) homicides, if the Department of Justice (DOJ) and Solano County are unable to respond.

The laboratory manages the extra case load with one additional staff member. The additional position is fully supported by the contract with the City of Vallejo, and provides the agencies in San Mateo County an additional 960 hours of services at no additional cost to the County. In addition to providing the County with more service hours, serving the City of Vallejo adds an additional 100,000 people to the County of San Mateo's service population. The population of an area served is one of the key factors used in the distribution of DNA enhancement and backlog funds. Continuing this contractual relationship will maintain the Sheriff's Office service population at a level that will keep the laboratory working as a regional laboratory, and thus in a better position of receiving federal grant funding.

Although the agreement was sent to the City in the beginning of July, additional time was needed for both parties to review and agree to revised language contained in Exhibit A. Both the City and Sheriff's Office reached agreement in August but it was not until October 13, 2015 that the Vallejo City Council approved the contract.

County Counsel has reviewed and approved the resolution and agreement as to form.

Approval of this agreement contributes to a Shared Vision 2025 outcome of a Safe Community by providing specialized investigative and scientific analytical services which result in professional conclusions and expert testimony to support the investigation and adjudication of alleged criminal activity.

**PERFORMANCE MEASURE:**

| <b>Measure</b>  | <b>FY 2014-15<br/>Actual</b> | <b>FY 2015-16<br/>Projected</b> |
|---|------------------------------|---------------------------------|
| Total number of cases received from the City of Vallejo | 144                          | 145                             |

**FISCAL IMPACT:**

The agreement is for a three year term expiring June 30, 2018, and for a reimbursement amount not to exceed \$350,000. Revenue from the agreement has been included in the Sheriff's Office FY 2015-16 Adopted Budget and will be included in future budgets during the term of the contract. There is no net county cost.