

TRANSMITTAL

To:

THE COUNCIL

Date: 11/29/2017

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Ana Guerrero) for

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

STEVE SOBOROFF
PRESIDENT

MATTEW M. JOHNSON
VICE PRESIDENT

SANDRA FIGUEROA-VILLA
SHANE MURPHY GOLDSMITH
CYNTHIA McCLAIN-HILL

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

DJANGO SIBLEY
ACTING INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

November 21, 2017

BPC #17-0451

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, California 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: DONATION OF AN ION CHROMATOGRAPHY SYSTEM, VALUED AT \$150,000.00 FROM THE LOS ANGELES COUNTY PUBLIC HEALTH DEPARTMENT, FOR THE BENEFIT OF THE LOS ANGELES POLICE DEPARTMENT'S FORENSIC SCIENCE DIVISION.

At the regular meeting of the Board of Police Commissioners held Tuesday, November 21, 2017, the Board RECEIVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

MARIA SILVA
Commission Executive Assistant II

Attachment

c: Chief of Police
ASB

INTRADEPARTMENTAL CORRESPONDENCE

0481
17-2551
RECEIVED

NOV 21 2017

November 16, 2017

1.10

REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

Richard M. TeFank
RICHARD M. TEFANK
EXECUTIVE DIRECTOR

11/17/17
DATE

SUBJECT: APPROVAL OF NON-MONETARY DONATION

RECOMMENDED ACTION

1. That the Board of Police Commissioners APPROVE the Department's Report and TRANSMIT to the Mayor and City Council for ACCEPTANCE the donation of an ion chromatography system valued at \$150,000 for Forensic Science Division.

DONOR INFORMATION:

ITEMS:

VALUE:

Los Angeles County Public Health Department (#290-17)
Public Health Laboratory
Ms. Mary Beth Duke
12700 Erickson Avenue
Downey, California 90242
(562) 658-1350

Ion chromatography system

\$150,000

DISCUSSION

The donation is for the benefit of Forensic Science Division (FSD) and the Los Angeles Police Department (Department). The donated item will assist the FSD Trace Analysis Unit (TAU) with the implementation of new explosives test methods and other casework applications, including the identification of poisons and chemicals. While TAU has criminalists trained in explosive analysis, it has been unable to procure the necessary equipment through budget requests in order to offer this service to the Department. Supervising Criminalist Collin Yamauchi, Forensic Science Division, has examined the item and found that it meets Department and City standards. The item is currently under service contract with the manufacturer, and the annual cost will be covered by the FSD maintenance budget.

No expressed or implied commitments or promises were made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement, or recommendation; and the donor is not allowed the use of any Department patents.

Administrative Services Bureau has reviewed the donation and determined that it has been submitted in accordance with Section 5.467 et seq. of the Los Angeles Administrative Code, which provides for the receipt and acceptance of donations to the Department.

The Honorable Board of Police Commissioners

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If you have any questions, please contact Chief Forensic Chemist Vanessa Gould, Forensic Science Division, at (323) 415-8115.

Respectfully,



CHARLIE BECK
Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

September 29, 2017
8.9

TO: Commanding Officer, Administrative Services Bureau

FROM: Commanding Officer, Forensic Science Division

SUBJECT: REQUEST TO ACCEPT DONATION

It is requested that Administrative Services Bureau approve and forward correspondence to the Board of Police Commissioners to accept the unsolicited donation of one (1) Dionex/Thermo Fisher Scientific Ion Chromatography System (see attachment for model/serial number) with a value of approximately \$150,000 from the Los Angeles County Department of Public Health, Public Health Laboratory. The donation was offered mid-August 2017 and will be provisionally received by the end of 2017.

DONOR INFORMATION:

MARY BETH DUKE

LOS ANGELES COUNTY PUBLIC HEALTH DEPARTMENT

PUBLIC HEALTH LABORATORY

12700 Erickson Avenue, Downey, CA. 90242

(562) 658-1350 or (562) 622-0437

The donation of the Dionex Ion Chromatography System occurred due to the closing of this Public Health Laboratory and will benefit the Forensic Science Division(FSD), Trace Analysis Unit (TAU). The donated instrument will assist with the implementation of new explosives test methods in addition to other casework applications (including the identification of poisons and chemicals), to provide additional services to the Department. Currently, the TAU has Criminalists trained in explosive analysis, however, the unit has not been able to procure the specific equipment, through budget requests, to offer this service.

On August 29, 2017, Supervising Criminalist Collin Yamauchi (TAU) examined the specifications of the instrument and determined that it is operable and meets Department and City standards. The instrument is under a current service contract with the manufacturer, Thermo Fisher Scientific. The annual cost of \$15,136 will be covered by an increase of less than three percent (3%) to the FSD equipment maintenance budget. Unity Lab Services (part of Thermo Fisher Scientific) will deliver the instrument to the Hertzberg-Davis Forensic Science Center facility; the delivery cost will be funded by operating expenses of the Joint Powers Authority that manages the facility.

Administrative Services Bureau

Page 2

8.9

All possible conflicts of interest have been researched. The Public Health Laboratory is not a city vendor and acceptance of this donation does not reflect negatively on the Department or the city of Los Angeles. No expressed or implied commitment or promise was made to the Public Health Laboratory or representatives thereof; the Public Health Laboratory will not receive any preferential treatment, endorsement, or recommendation, nor will the Public Health Laboratory use any LAPD patent.

If you have any questions, please contact Vanessa Gould, Chief Forensic Chemist I, Forensic Science Division, at (323) 415-8115.

A handwritten signature in black ink, appearing to read 'Jeffrey A. Thompson', with a long horizontal flourish extending to the right.

JEFFREY A. THOMPSON, Chief Forensic Chemist II
Acting Commanding Officer
Forensic Science Division

Attachment

USER INFORMATION

Requestor: **Matthew Franzman**
 Phone #: **323-415-8856**
 Email: **m4672@lapd.online**
 Customer Name: **LA Police Dept**
 Address 2: **Trace Analysis Unit**
 Address 3: **Forensic Science Division**
 City, State Zip: **Los Angeles, CA**

Quote ID #: **20170831**
 Quote Date: **8/31/2017**
 Quote Revision:

Quote Expiration Date: **12/31/2017**

Customer PO # **xx**
 # Years Quoted: **1-year**
 Billing Options: **Annual in Advance**

pricing valid for 30 days

Make	Model	Description	S/N	Start Date	End Date	Plan Pricing
Thermo Fisher Scientific	063978	AXP Auxiliary Pump	Z0054209	15-Oct-17	14-Oct-18	\$541.00
Thermo Fisher Scientific	074922	AS-AP Autosampler	DX12060930	15-Oct-17	14-Oct-18	\$2,454.00
Thermo Fisher Scientific	074922	AS-AP Autosampler	DX12060929	15-Oct-17	14-Oct-18	\$2,454.00
Thermo Fisher Scientific	070220	VWD Detector	DX12060786	15-Oct-17	14-Oct-18	\$1,129.00
Thermo Fisher Scientific	061830	Conductivity Detector	DX12060483	15-Oct-17	14-Oct-18	included
Thermo Fisher Scientific	072007	Detector Compartment	DX12060716	15-Oct-17	14-Oct-18	\$2,970.00
Thermo Fisher Scientific	079913	Eluent Generator	DX12060525	15-Oct-17	14-Oct-18	\$1,487.00
Thermo Fisher Scientific	072031	Dual Pump, Analytical Isocratic	DX12060780	15-Oct-17	14-Oct-18	\$4,101.00
Proposal Total:						\$15,136.00

Essential Base Plan Features:

IC Essential Plan Features:
 ~ Unlimited number of demand on-site service visits with a maximum 72-hour response
 ~ Engineer labor and travel is included
 ~ Priority status for technical support inquiries
 ~ One (1) Scheduled Preventative Maintenance visit
 ~ Thermo Scientific supplied personal computers are covered
 ~ Factory-certified replacement parts included
 ~ Software updates and notifications
 ~ Subscription to e-Support Online Technical Resources
 ~ One time 10% discount on Parts, Accessories or Consumables for end user during active contract. Contact our parts group at Unity Priority line 1-877-594-3224 and mention the Loyalty PACs program.
 ~ Software updates and notifications. Updates are defined as Software revisions that provide minor changes that are needed to correct or improve the previous version of the software. Software updates are normally indicated by a software revision number change e.g. version 1.1 to version 1.2.
 ~ Computers purchased from Thermo and are required for the operation of the system is covered under a Support Plan. Replacement of Computers that required an Upgrade to new operating systems are not included in a Support Plan.

Base Plan Exclusions:

IC Essential Plan Exclusions:
 ~ Computers not provided and installed with the system by Thermo Fisher. Hardware and Operating System upgrades, replacing a HD with larger capacity.
 ~ Software version upgrades are not provided under a Support Plan. Upgrades are normally indicated by a software version number change e.g. version 1.2 to version 2.0
 ~ Consumable items and parts such as bottles, calibration materials, solvents, vials, caps, septa, all Columns, data media, ferrules, ETD filaments (excluding the one included in the PM visit), filters, frits, gases, gaskets, injection port liners, integrator paper, ion exchange resin, lamps, photomultipliers, pump oil, reaction tubes, source ceramics, mobile phases, autosampler rotor valve seal, sample ports, syringes, sample loops, DEP emitters, electron multipliers, glass jet separators, heated capillaries, ion gauges, ion volumes.
 ~ Operator training
 ~ Sample concentrator plumbing
 ~ Work related to radioactive sources.
 ~ Components that cannot be repaired or replaced due to lack of availability from Thermo Scientific supplier (obsolescence).
 ~ Complete system replacement is not covered under contract.

NOTES:

~ The billable install of the ICS-5000 by the Thermo Fisher Scientific Field Service Engineer will serve as the required pre-inspection of the system for the support plan coverage.

ACCEPTANCE OF CONTRACT

THERMO FISHER SCIENTIFIC SALES REP

Signature _____ Date _____

Danielle Schultz **8/31/2017**
 Signature _____ Date _____

Quote prepared and approved by: Danielle Schultz
Phone: (608) 276-6297
Fax: (608) 273-5029
Email: danielle.schultz@thermofisher.com

Support Plan Terms and Conditions

Thermo Electron North America, LLC (hereinafter defined as "Thermo Fisher") agrees to perform and Customer agrees to pay for the servicing of Equipment subject to the following terms and conditions. This offer shall be deemed accepted upon the issuance of a purchase order by Customer that references this offer or the commencement of Service by Thermo Fisher. This Service Agreement ("Agreement") is expressly conditioned upon the acceptance by Customer of the terms and conditions hereof and Thermo Fisher expressly objects to any additional or different terms contained in Customer's response. This offer expires at five o'clock PM Eastern Time (5:00 PM ET) on the quote expiration date of the cover page hereof.

1. Service:

Thermo Fisher will maintain and/or repair ("Service(s)") those instruments identified on the cover sheet ("Equipment") to ensure they operate within the manufacturer's standard product specifications as determined by Thermo Fisher, within the 48 contiguous United States and the District of Columbia, Monday through Friday (excluding Thermo Fisher holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Equipment must be operated according to the manufacturer's supplied Operator's Manual(s) and any malfunction must be reported promptly to Thermo Fisher. Service calls requested outside of Normal Hours and Service of any items not identified on the cover sheet hereof will be billed at Thermo Fisher's standard rates for service, travel or move, labor and parts in effect at the time of the request. Thermo Fisher may provide various levels of Service at the Customer site(s) and/or Depot repair locations, which shall be provided in accordance with the details on the cover sheet of this Agreement.

2. Term and Termination:

(a) This Agreement shall begin and remain effective for the period of time stated on the cover page ("Term"). To renew this Agreement, Customer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal").

(b) Both parties have the right to cancel this Agreement without cause by providing written notice sixty (60) days in advance to the other party. Customer shall pay for all amounts due and payable prior to termination of the Agreement. Thermo Fisher will reimburse Customer on a pro rata basis up through the termination effective date for any payments made by Customer in advance.

(c) Thermo Fisher reserves the right to withhold Service purchased under this Agreement, if Customer fails to make payments as due. Should nonpayment extend beyond thirty (30) days after receipt of written notice, Thermo Fisher may terminate this Agreement. Customer shall nevertheless pay for all amounts due and payable prior to suspension of Service or termination of the Agreement.

3. Pricing and Payment:

(a) Customer agrees to make a single payment at the start of the Term of this Agreement in U.S. or Canadian currency equal to the total Service charge for the initial Term or, if applicable, payments in accordance with a mutually agreed payment schedule, as stated on the cover page hereof. All payments shall be net thirty (30) days of the date of the invoice.

(b) Charges are exclusive of all state, local, use, excise and other taxes, which shall be paid by the Customer, unless the Customer furnishes a valid exemption certificate to Thermo Fisher.

(c) The annual charge to renew this Agreement for a subsequent Term shall be Thermo Fisher's standard service agreement rate in effect at the start of each Renewal. Thermo Fisher agrees to waive its right to bill the Customer for bringing the Equipment into good operating condition if there is no lapse between the end date of this Agreement and the beginning of the Renewal. Pricing of Services is based on the assumption that the Equipment operates in accordance with product specifications at the start of the Term; therefore, prior to the start of each Renewal, Thermo Fisher reserves the right to verify the Equipment condition and invoice Customer at its standard rates for service, travel or move, labor and parts.

4. Parts and Consumables:

The service level defines when and if the cost of parts is included under the Agreement. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Equipment including, but are not limited to, sample prep & analysis consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media shall not be included under the Agreement.

5. Key Operator:

Customer shall designate a key operator who shall be made available to describe instrumental malfunctions to Thermo Fisher Representatives by telephone and who shall be qualified to perform simple adjustments and connections to the Equipment as requested by Thermo Fisher representatives. Failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Equipment instruction manual may result, at Thermo Fisher's option, in a Service call invoiced at its standard rates for service, travel or move, labor and parts.

6. Equipment Modification:

Thermo Fisher reserves the right to make any changes in the design or construction of Thermo Fisher's instruments without incurring any obligation to make any changes whatsoever in the Equipment described in this Agreement. Customer agrees to allow Thermo Fisher at Thermo Fisher's expense to make retrofits or design changes which improve instrument reliability, but do not change instrument performance characteristics. Any Customer requests to modify or add non-Thermo Fisher approved devices or accessories to Equipment are outside the scope of this Agreement.

7. Warranty:

Thermo Fisher's sole obligation under this Agreement is to provide Service as described in Section 1 hereof. THERMO FISHER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

8. Limitations and Exclusions:

(a) Repair of Equipment malfunction for the following abnormal conditions is not covered by this Agreement and if performed by Thermo Fisher will be invoiced to Customer at Thermo Fisher's standard rates for service, travel or move, labor and parts:

i. Shipping damage incurred enroute to Customer's site or because of moving Equipment. Thermo Fisher will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage.

ii. Flood, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other natural or manmade disasters.

iii. Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation.

iv. Repairs, maintenance, or modifications made by anyone other than Thermo Fisher trained personnel or without Thermo Fisher's supervision and/or approval.

v. Relocation and reinstallation of Equipment are not covered under this Agreement, although upon request Thermo Fisher will supervise the removing, crating, relocation and reinstallation of Equipment at Thermo Fisher's standard rates for service, travel or move, labor and parts.

(b) The maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage is not covered by this Agreement.

(c) The servicing of non-Thermo Fisher material or instruments is not covered by this Agreement, including non-Thermo Fisher material or instruments purchased for Engineering Specials.

(d) Beta-site support is not covered by this Agreement.

(e) Service calls made to train operators, not Equipment malfunction, are not covered by this Agreement.

(f) Service calls made as a result of Customer-identified areas of responsibility, i.e. malfunctions related to site facilitation (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

(g) THERMO FISHER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS AND BUSINESS INTERRUPTION ARISING OUT OF THE USE OR INABILITY TO USE ANY PARTS, EQUIPMENT OR SERVICES SOLD HEREUNDER, regardless of whether Thermo Fisher (a) has been informed of the possibility of such damages or (b) is negligent. In no event will Thermo Fisher's liability exceed the total charge of this Service Agreement.

9. Indemnification:

Subject to the limitations described above, Thermo Fisher agrees to indemnify and save Customer, its officers, directors, employees, agents and representatives harmless from all losses, expenses, demands and claims made against Customer, its officers, directors, employees, agents and representatives because of any personal injuries, death or property damage to the extent it is caused by the negligence or willful misconduct of Thermo Fisher, its employees, agents or representatives in connection with its performance of Services.

10. Insurance:

Thermo Fisher maintains insurance policies which have the following minimum limits and coverage: (a) Comprehensive general liability insurance for a limit of \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate and (b) Statutory workers' compensation and employer's liability insurance. Copies of certificates of insurance evidencing the specified coverage are available upon request.

11. Customer Responsibilities:

Customer shall provide Thermo Fisher personnel reasonable access to the Equipment whenever Service is required. Customer shall cooperate with Thermo Fisher personnel so that Service can be performed efficiently and without interruption. Thermo Fisher shall be allowed use of Customer Equipment which Thermo Fisher personnel deem necessary to perform the Services. Customer shall be responsible for the procurement, installation, and maintenance of all non-Thermo Fisher communication media including, but not limited to, telephone and communication equipment for the remote transmission of data. Charges for such equipment or media in connection with the performance of Service under this Agreement shall be borne by Customer.

12. General:

(a) Thermo Fisher agrees not to knowingly disclose any information or data obtained pursuant to the performance of this Agreement when such information or data is clearly identified by Customer as proprietary. (b) Thermo Fisher reserves the right to determine the assignment of its employees in the performance of this Agreement. (c) Neither party shall assign this Agreement without prior consent of both parties. (d) This document constitutes the complete and exclusive agreement between Thermo Fisher and the Customer concerning the servicing of Equipment and no addition to or modification of any provision of this Agreement shall be binding on Thermo Fisher unless made in writing and signed by a duly authorized representative of Thermo Fisher. (e) This Agreement shall be governed by the internal laws of the State of Thermo Fisher's location in the United States. Customer consents to venue and jurisdiction over any action related to this Agreement in the county and state of Thermo Fisher's location. (f) Any provision(s) of this Agreement that in any way contravene the law of any state or country in which this Agreement is effective shall to the extent of such contravention of law, be deemed separable and shall not affect any other provision or the validity of this Agreement. (g) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury.