

DISCUSSION

The current payment portion of the contract with the Crime Lab expires June 30, 2014. This proposal is an amendment to the payment portion of the contract in Subsections E-2 and E-3 for those services for the fiscal year 2014-15.

As recommended by the Police Department and pursuant to Garden Grove Municipal Code Section 2.50.060(d), the Finance Director has determined that the Crime Lab is the only provider of forensic services available.

FINANCIAL IMPACT

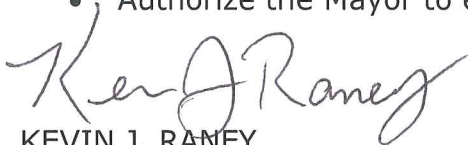
The forensic services contract agreed upon by the Crime Lab for fiscal year 2013-14 was in the amount of \$420,189.00. The contract for the fiscal year 2014-15 is in the amount of \$435,317.00; this is an increase of \$15,128.00, which amounts to an increase of 3.60 % over the former contract. The increase is primarily due to an increase in salary and benefit costs due to the resolution of labor negotiations.

The fiscal year 2014-15 forensics services contract is an on-going cost included in the Police Department's annual budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the third amendment to the agreement with the County of Orange that the Orange County Crime Lab will provide forensics services to the City in the amount not to exceed \$435,317.00 for fiscal year 2014-15; and
- Authorize the Mayor to execute the agreement on behalf of the City.



KEVIN J. RANEY
Chief of Police



By: Ted Peaslee, Investigations Lieutenant
Support Services Bureau

Attachment: Agreement

Recommended for Approval



Matthew Fertal
City Manager

1 Agreement. If the assigned COUNTY employee takes vacation or other
 2 leave for a period in excess of 10 successive working days, SHERIFF shall
 3 assign another employee of similar rank and skill level to perform services
 4 hereunder for the remainder of the assigned employee's extended leave.
 5 One (1) Lead Forensic Specialist position will be assigned to CITY's
 6 casework but will work at the SHERIFF's Brad Gates Forensic Science
 7 Center. This aggregate position will be filled by more than one COUNTY
 8 employee and will provide coverage during Identification Bureau service
 9 hours from 6:00 a.m. to 1:30 a.m., seven days a week for crime scene
 10 investigation and evidence gathering on major crimes. This aggregate
 11 position will also provide training, supplemental latent fingerprint comparison
 12 and processing services and coverage during absences by the Senior
 13 Forensic Specialist. This aggregate position will provide services for an
 14 average of 80 hours per two week pay period, plus 140 hours of overtime
 15 per year."

16 2. For the period of July 1, 2014 through June 30, 2015 Subsection E-2 of the
 17 Agreement is amended to read as follows:

18 "E-2. The cost of regular services, equipment and supplies provided by COUNTY,
 19 for the period July 1, 2014 through June 30, 2015 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel	
• One (1) Lead Forensic Specialist	\$ 153,638
• Lead Forensic Specialist Overtime – (140 hours)	\$ 9,022
• One (1) Senior Forensic Specialist	\$ 158,516
• One (1) Forensic Specialist	<u>\$ 114,141</u>
TOTAL COST	<u>\$ 435,317"</u>

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1 3. For the period July 1, 2014 to June 30, 2015, Subsection E-7 of the Agreement is
2 amended to read as follows:

3 "E-7. At the time this Amendment is executed, there are unresolved issues
4 pertaining to potential increases or decreases in salaries and benefits for
5 COUNTY employees. The cost of such potential increases or decreases are
6 not included in the Fiscal Year 2014-15 costs set forth in Subsection E-2 of
7 this Agreement. If COUNTY incurs or becomes obligated to pay for any
8 such increases for or on account of personnel whose costs are included in
9 the calculations of costs charged to CITY hereunder, CITY shall pay
10 COUNTY, in addition to the cost of service set forth in Subsection E-2 of this
11 Agreement, the full costs of said increases to the extent such increases are
12 attributable to work performed by such personnel after July 1, 2014, and
13 CITY's cost of service hereunder shall be deemed to have increased
14 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
15 basis over the portion of the period between July 1, 2014 and June 30, 2015
16 remaining after COUNTY notifies CITY that increases are payable.

17 In the event that salaries and benefits costs for COUNTY employees
18 decrease for or on account of personnel whose costs are included in the
19 calculations of costs charged to CITY hereunder, COUNTY shall notify CITY
20 of decreased cost and bill accordingly."

21 4. All other provisions of the Agreement, as previously amended, to the extent that
22 they are not in conflict with this THIRD AMENDMENT TO AGREEMENT, remain
23 unchanged.

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IN WITNESS WHEREOF, the parties have executed the THIRD AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____
CITY OF GARDEN GROVE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: *[Signature]*
City Attorney

BY: _____
Chief of Police

DATED: _____

COUNTY OF ORANGE

BY: _____
Sheriff-Coroner

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: *[Signature]*
Deputy

DATED: 5/9/14