



- The Orange County Crime Lab provides all supplies and film processing directly related to services performed by their personnel under the terms of this contract.

This new amendment will change the classification of Crime Lab personnel assigned to provide services to the City of Garden Grove. The new classifications will consist of the following positions:

- The Crime Lab will no longer assign a Senior Forensics Specialist to the Garden Grove Police Department on a full time basis. The Senior Forensics Specialist who was assigned to the Garden Grove Police Department retired at the end October 2014. A Lead Forensic Specialist has filled this position since November 2014. This amendment will permanently change this position to a Lead Forensic Specialist, assigned to the Garden Grove Police Department on a full time basis.
- One aggregate Forensics Specialist position will continue to work at the Brad Gates Forensics Science Center. This position will be assigned to work on Garden Grove Police Department's casework.
- Effective April 14, 2015, one aggregate Forensic Scientist III position will be assigned to work on Garden Grove Police Department casework at the Brad Gates Forensic Science Center. This position will work on Garden Grove Police Department DNA evidence, and is a substitute for one of the prior aggregate positions.

## DISCUSSION

To summarize the changes, The City of Garden Grove will still have 3 people from the crime lab assigned to do Garden Grove Police Department casework. We are exchanging a Senior Forensics Specialist position for a Forensic Scientist III position. A Lead Forensic Specialist will now be assigned to the Garden Grove Police Department on a full-time basis, instead of the Senior Forensic Specialist. We will continue to have a Forensic Specialist assigned to do casework at the crime lab. A Forensic Scientist III will be assigned to do DNA casework on GGPD cases at the crime lab.

DNA is the future of Police work, however it is a very time consuming process. The soonest we can currently expect to receive DNA results from the crime lab, on a priority case, is around two to three weeks. Routine, non-priority cases may take months to get back.

Having a Forensic Scientist III assigned to work on Garden Grove Police Department DNA casework will shorten the time it takes to get results back from the crime lab. This will enable the PD to address crime trends faster, provide leads in a timelier manner to detectives and ultimately provide better service to the citizens of Garden Grove.

This proposal is an amendment to the services portion of the contract in Subsection C-3.

The current payment portion of the contract with the Orange County Crime Lab expires June 30, 2015. This proposal is also an amendment to the payment portion of the contract in Subsection E-2 for 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 Orange County Crime Lab is the only provider of the forensic services available.

#### FINANCIAL IMPACT

The previously approved forensic services contract agreed upon by the City and the Orange County Crime Lab for fiscal year 2014-15 is in the amount of \$435,317.00.


The total cost of the contract after this amendment is \$368,085. This is \$67,232 less than the current agreement of \$435,317 that was agreed upon for the period of July 1, 2014 through June 30, 2015.

The fiscal year 2014-15 is an ongoing cost the Police Department budgeted for the forensics services contract with the Orange County Crime Lab. This amendment will result in a refund from the County of Orange in the amount of \$67,232. This refund is expected to be processed upon approval by the County Board of Supervisors in April.

#### RECOMMENDATION

It is recommended that City Council:

- Approve the amendment to the agreement with the County of Orange to provide the listed forensics services to the City in the amount of \$368,085 for fiscal year 2014-15; and
- Authorize the Mayor to execute the agreement on behalf of the City

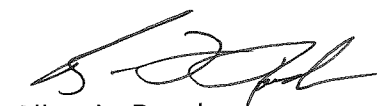


Todd Elgin  
Chief of Police



By: Ted Peaslee, Investigations Lieutenant  
Support Services Bureau

Recommended for Approval



Allan L. Roeder  
Interim City Manager

Attachment: Orange County Crime Lab Contract Amendment

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**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE  
CITY OF GARDEN GROVE  
AND THE  
COUNTY OF ORANGE**

**THIS FOURTH AMENDMENT TO AGREEMENT** is entered into this First day of February 2015, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective April 14, 2015, that certain Agreement between the parties commencing on July 1, 2011, hereinafter referred to as "Agreement".

1. Effective April 14, 2015 Subsection C-3 of the Agreement is amended to read as follows:

"C-3. SHERIFF shall provide CITY with services as follows:

- a. One (1) Senior Forensic Specialist - For the period of July 1, 2014 through October 21, 2014, the Senior Forensic Specialist will be assigned to CITY's Police Department on a full-time basis to conduct fingerprint examinations, automated Fingerprint Identification System tenprint and latent fingerprint entry and tasks and projects that support the operation of the City of Garden Grove. The Senior Forensic Specialist may respond to major crime scenes while on duty to provide crime scene investigation services. Office hours will be eight hours per day Monday through Friday, unless a different work schedule is requested by CITY and approved by SHERIFF. "Assignment on a full time basis" means that the assigned COUNTY employee will devote 80 hours per two-week pay period, less paid holidays, vacation, sick leave and other types of

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short-time paid leave available to said employee pursuant to applicable COUNTY personnel policy, providing services pursuant to this Agreement. If the assigned COUNTY employee takes vacation or other leave for a period in excess of 10 successive working days, SHERIFF shall assign another employee of similar rank and skill level to perform services hereunder for the remainder of the assigned employee's extended leave.

b. One (1) Lead Forensic Specialist - For the period of July 1, 2014 through October 21, 2014, the Lead Forensic Specialist position will be assigned to CITY's casework but will work at the SHERIFF's Brad Gates Forensic Science Center. This aggregate position will be filled by more than one COUNTY employee and will provide coverage during Identification Bureau service hours from 6:00 a.m. to 1:30 a.m., seven days a week for crime scene investigation and evidence gathering on major crimes. This aggregate position will also provide training, supplemental latent fingerprint comparison and processing services and coverage during absences by the Senior Forensic Specialist. This aggregate position will provide services for an average of 80 hours per two week pay period. For the period of October 22, 2014 through June 30, 2015, the Lead Forensic Specialist position will be a dedicated position, assigned to CITY's Police Department casework on a full-time basis to conduct fingerprint examinations, automated Fingerprint Identification System tenprint and latent fingerprint entry and tasks and projects that support the operation of CITY. The Lead Forensic Specialist may respond to major crime scenes while on duty to provide crime scene investigation services. Office hours will be eight hours per day Monday through Friday, with 4 days per week served at CITY's Police Department facility and 1 day per week served at the SHERIFF's Brad Gates Forensic

1 Science Center, unless a different work schedule is requested by CITY  
2 and approved by SHERIFF. "Assignment on a full time basis" means  
3 that the assigned COUNTY employee will devote 80 hours per two-week  
4 pay period, less paid holidays, vacation, sick leave and other types of  
5 short-time paid leave available to said employee pursuant to applicable  
6 COUNTY personnel policy, providing services pursuant to this  
7 Agreement. If the assigned COUNTY employee takes vacation or other  
8 leave for a period in excess of 10 successive working days, SHERIFF  
9 shall assign another employee of similar rank and skill level to perform  
10 services hereunder for the remainder of the assigned employee's  
11 extended leave.

12 c. One (1) Forensic Scientist III - For the period of April 14, 2015 through  
13 June 30, 2015 the Forensic Scientist III position will be assigned to  
14 CITY's casework but will work at the SHERIFF's Brad Gates Forensic  
15 Science Center. This aggregate position will be filled by more than one  
16 COUNTY employee and will provide coverage during Identification  
17 Bureau service hours from 6:00 a.m. to 1:30 a.m., seven days a week for  
18 crime scene investigation and evidence gathering on major crimes. This  
19 aggregate position will also provide training, supplemental latent  
20 fingerprint comparison and processing services and coverage during  
21 absences by the Lead Forensic Specialist. This aggregate position will  
22 provide services for an average of 80 hours per two week pay period.

23 d. One (1) Forensic Specialist – For the period of July 1, 2014 through June  
24 30, 2015, the Forensic Specialist position will be assigned to CITY's  
25 casework but will work at the SHERIFF's Brad Gates Forensic Science  
26 Center. This aggregate position will be filled by more than one COUNTY  
27 employee and will provide coverage from 6:00 a.m. to 1:30 a.m., seven  
28 days a week, for crime scene investigation and evidence gathering

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services provided by the Identification Bureau on major crimes. This aggregate position will also provide sequential chemical processing of evidence items for latent fingerprints, provide supplemental latent fingerprint processing services, provide assistance to the Senior and Lead Forensic Specialist(s) in processing major crime scenes, process digital media submitted by Garden Grove Police Department, print proof sheets, print enlargements and create CD's of photographs upon request.

- e. SHERIFF will provide on-call services for crime scene investigations of major crimes from 1:30 a.m. to 6:00 a.m. These services may be performed by the Lead Forensic Specialist position or any of the position classifications authorized by this agreement, as assigned by the SHERIFF.
- f. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$9,022. CITY will be charged at actual rates based upon position classification working overtime."

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

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Personnel Costs</b>	
• One (1) Senior Forensic Specialist (July 1, 2014 through October 21, 2014)	\$ 49,195
• One (1) Lead Forensic Specialist	\$ 153,638
• One (1) Forensic Scientist III (April 14, 2015 through June 30, 2015)	\$ 42,089

1	• One (1) Forensic Specialist	\$ 114,141
2	• Aggregate Overtime, 140 hours	\$ 9,022
3	<b>TOTAL COST</b>	<b><u>\$ 368,085</u></b>

4 3. All other provisions of the Agreement, as previously amended, to the extent that  
5 they are not in conflict with this FOURTH AMENDMENT TO AGREEMENT, remain  
6 unchanged.

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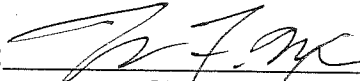
IN WITNESS WHEREOF, the parties have executed the FOURTH AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: \_\_\_\_\_  
CITY OF GARDEN GROVE

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY:   
City Attorney

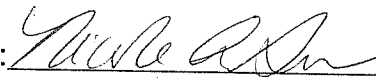
BY: \_\_\_\_\_  
Chief of Police

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DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Sheriff-Coroner

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

BY:   
Deputy

DATED: 2/19/15