

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Allan L. Roeder	From:	Todd Elgin
Dept:	Interim City Manager	Dept:	Police Department
Subject:	APPROVAL OF AN AGREEMENT WITH THE COUNTY OF ORANGE FOR FORENSIC SERVICES	Date:	June 9, 2015

OBJECTIVE

To secure City Council approval of the Agreement with the County of Orange to provide forensic services for the City of Garden Grove.

BACKGROUND

Since 1996, the City has contracted with the County for forensic services. The Orange County Crime Lab provides these services and is the only local forensic lab that can provide all the forensic services required by the City of Garden Grove. Fiscal Year 2015-16 is the fifth and final year of the current agreement.

To summarize our Fiscal Year 2015-16 contract with the Crime Lab, the City is paying for the following level of service:

- One (1) Lead Forensic Specialist (2096 Hours)
- One (1) Forensic Scientist III (2096 Hours)
- One (1) Forensic Specialist (2096 Hours)
- Aggregate Overtime (140 Hours)

The County reimburses the City the cost of all unused overtime.

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

DISCUSSION

The current payment portion of the agreement with the Crime Lab expires June 30, 2015. This proposal is an amendment to the payment portion of the agreement in Subsections E-2 and E-3 for those services for the Fiscal Year 2015-16.

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.

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FINANCIAL IMPACT

The forensic services agreement agreed upon by the Orange County Crime Lab for fiscal year 2014-15 was in the amount of \$435,317.

In February of 2014, negotiations were held with the County, at the request of the Garden Grove Police Department, to provide a "Forensic Scientist III" rather than a "Senior Forensics Specialist" which had been part of the contract since its inception. An amendment to this contract was approved by the City Council and went into effect April 14, 2015.

The reason for the change in personnel was to have a dedicated DNA Scientist whose sole purpose was to work on Garden Grove DNA cases. This would shorten the time it takes to get results from the County DNA lab and provide better service to the citizens of Garden Grove.

A "Forensic Scientist III" is paid at a higher rate of pay than a "Senior Forensic Specialist".

The full cost of providing the foregoing level of service for FY 2015-16 is estimated to be \$466,952. This is an increase of approximately .07% from the current fiscal year cost of \$435,317. This increase is primarily due to the slightly higher salary of the Forensic Scientist III as compared to the Senior Forensics Specialist.

The Fiscal Year 2015-16 is an on-going cost to the Police Department's budget for the forensics services agreement with the Orange County Crime Lab.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with the County of Orange to provide forensics services to the City, in the amount of \$466,952, for fiscal year 2015-16; 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 Agreement

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

THIS FIFTH AMENDMENT TO AGREEMENT is entered into this First day of May 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 July 1, 2015, that certain Agreement between the parties commencing on July 1, 2011, hereinafter referred to as "Agreement".

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

"C-3. For the period July 1, 2015 through June 30, 2016, SHERIFF shall provide CITY with services as follows:

- a. One (1) Lead Forensic Specialist - The Lead Forensic Specialist 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 Science Center, unless a different work schedule is requested by CITY and approved by SHERIFF. "Assignment on a full

1 time basis” means that the assigned COUNTY employee will devote 80
2 hours per two-week pay period, less paid holidays, vacation, sick leave
3 and other types of short-time paid leave available to said employee
4 pursuant to applicable COUNTY personnel policy, providing services
5 pursuant to this Agreement. If the assigned COUNTY employee takes
6 vacation or other leave for a period in excess of 10 successive working
7 days, SHERIFF shall assign another employee of similar rank and skill
8 level to perform services hereunder for the remainder of the assigned
9 employee’s extended leave.

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

21 c. One (1) Forensic Specialist –The Forensic Specialist position will be
22 assigned to CITY’s casework but will work at the SHERIFF’s Brad Gates
23 Forensic Science Center. This aggregate position will be filled by more
24 than one COUNTY employee and will provide coverage from 6:00 a.m. to
25 1:30 a.m., seven days a week, for crime scene investigation and
26 evidence gathering services provided by the Identification Bureau on
27 major crimes. This aggregate position will also provide sequential
28 chemical processing of evidence items for latent fingerprints, provide

1 supplemental latent fingerprint processing services, provide assistance to
2 the Lead Forensic Specialist(s) in processing major crime scenes,
3 process digital media submitted by Garden Grove Police Department,
4 print proof sheets, print enlargements and create CD's of photographs
5 upon request.

6 d. SHERIFF will provide on-call services for crime scene investigations of
7 major crimes from 1:30 a.m. to 6:00 a.m. These services may be
8 performed by the Lead Forensic Specialist position or any of the position
9 classifications authorized by this agreement, as assigned by the
10 SHERIFF.

11 e. SHERIFF provided services may include overtime, projected at 140
12 hours per year, with a projected maximum obligation of \$8,870. CITY will
13 be charged at actual rates based upon position classification working
14 overtime.”

15 2. For the period of July 1, 2015 through June 30, 2016 Subsection E-2 of the
16 Agreement is amended to read as follows:

17 “E-2. The cost of regular services, equipment and supplies provided by COUNTY,
18 for the period July 1, 2015 through June 30, 2016 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel Costs	
• One (1) Lead Forensic Specialist	\$ 146,326
• One (1) Forensic Scientist III	\$ 194,564
• One (1) Forensic Specialist	\$ 117,192
• Aggregate Overtime, 140 hours	\$ 8,870
TOTAL COST	<u>\$ 466,952</u>

26 3. For the period July 1, 2015 to June 30, 2016, Subsection E-7 of the Agreement is
27 amended to read as follows:

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1 "E-7. At the time this Amendment is executed, there are unresolved issues
2 pertaining to potential increases or decreases in salaries and benefits for
3 COUNTY employees. The cost of such potential increases or decreases are
4 not included in the Fiscal Year 2015-16 costs set forth in Subsection E-2 of
5 this Agreement. If COUNTY incurs or becomes obligated to pay for any
6 such increases for or on account of personnel whose costs are included in
7 the calculations of costs charged to CITY hereunder, CITY shall pay
8 COUNTY, in addition to the cost of service set forth in Subsection E-2 of this
9 Agreement, the full costs of said increases to the extent such increases are
10 attributable to work performed by such personnel after July 1, 2015, and
11 CITY's cost of service hereunder shall be deemed to have increased
12 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
13 basis over the portion of the period between July 1, 2015 and June 30, 2016
14 remaining after COUNTY notifies CITY that increases are payable.

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

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

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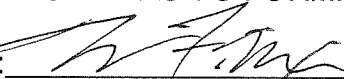
IN WITNESS WHEREOF, the parties have executed the FIFTH AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____
CITY OF GARDEN GROVE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY:  _____
City Attorney

BY: _____
Chief of Police

DATED: _____

COUNTY OF ORANGE

BY: _____
Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

BY:  _____
Deputy

DATED: 5/12/15