

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Joseph M. Polisar	
Dept:	City Manager	Dept:	Police Department	
Subject:	ORANGE COUNTY SHERIFF'S DEPT FORENSIC SERVICES CONTRACT		Date:	June 23, 2009

OBJECTIVE

To secure City Council approval for the Police Department to renew the contract with the Orange County Sheriff's Department for forensic services.

BACKGROUND

Since 1996, the City of Garden Grove has contracted with the Orange County Sheriff's Department for forensic services. As part of this contract, the Sheriff's Department has provided the following:

One Senior Forensics Specialist assigned to the Garden Grove Police Department on a full time basis to perform physical, latent and serological evidence coordination with the Orange County Crime Laboratory. Duties also include Cal-ID coordination, evidence processing at crime scenes and forensic related training. Work hours will be eight hours per day, Monday through Friday, with a one-hour lunch break, unless a different schedule is requested by the City and approved by the Sheriff's Department.

One Lead Forensics Specialist who is assigned to the Garden Grove Police Department's casework will work at the Brad Gates Forensics Science Center. This is an aggregate position that provides coverage from 6:00 a.m. to 1:30 p.m., seven days a week, for crime scene investigation and evidence gathering on major crimes. The position will provide services for an average of 40 hours per week, plus 240 hours of overtime per year.

The Sheriff's Department provides all supplies and film processing directly related to services performed by their personnel under the terms of this contract.

DISCUSSION

The current payment portion of the contract with the Orange County Sheriff's Department expires June 30, 2009. 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 2009-10.

APPROVAL OF ORANGE COUNTY SHERIFF'S DEPT
FORENSIC SERVICES CONTRACT

June 23, 2009

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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 Sheriff's Department is the only provider of the forensic services available. Therefore, a public bidding process is not required for these services.

FINANCIAL IMPACT

The forensic services contract proposed by the Orange County Sheriff's Department for fiscal year 2009-10 is in the amount of \$402,108.00. The contract for fiscal year 2008-09 was in the amount of \$386,603.00. The increase is due in part to an increase in salaries for the Sheriff employees.

The fiscal year 2009-10 is an on-going cost the Police Department budgeted for the forensics services contract with the Orange County Sheriff's Department.

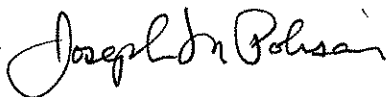
COMMUNITY VISION IMPLEMENTATION

This contract and the quality service provided by the Orange County Sheriff's Department is vital in providing the citizens of Garden Grove with the latest and most innovative crime fighting tools available to law enforcement.

RECOMMENDATION

It is recommended that City Council:

- Approve the contract amendment with the Orange County Sheriff's Department to provide forensics services to the City of Garden Grove.



JOSEPH M. POLISAR
Chief of Police

Recommended for Approval



Matthew Feral
City Manager

By: 
David Kivler, Investigations Lieutenant
Support Services Bureau

Attachment: Orange County Sheriff's Department Forensic Services
Contract Agreement

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

THIS THIRD AMENDMENT TO AGREEMENT is entered into this First day of May 2009, 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, 2009, that certain Agreement between the parties commencing on July 1, 2006, hereinafter referred to as "Agreement".

1. For the period of July 1, 2009 through June 30, 2010 Subsections E-2 and E-3 of the Agreement are amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY, for the period July 1, 2009 through June 30, 2010 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel	
• One (1) Lead Forensic Specialist	\$ 138,131
• Lead Forensic Specialist Overtime (240 hours @ \$78.43 per hour)	\$ 18,824
• One (1) Senior Forensic Specialist	\$ 144,701
• One (1) Forensic Specialist	<u>\$ 100,452</u>
TOTAL COST	<u>\$ 402,108</u>

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1 E-3. For the period July 1, 2009 through June 30, 2010, COUNTY shall invoice
2 CITY monthly, one-twelfth (1/12) of the cost for services referenced in
3 paragraph E-2 of this Agreement. If a determination is made that increases
4 described in Subsection E-7 must be paid, COUNTY thereafter shall include
5 the pro-rata changes for such increases in its monthly invoices to CITY for the
6 balance of the period between July 1, 2009 and June 30, 2010.”

7 2. Effective July 1, 2009 , Subsection E-7 is added to read as follows:

8 “E-7. At the time this Amendment is executed, there are unresolved issues
9 pertaining to potential increases in salaries and benefits for COUNTY
10 employees. The cost of such potential increases are not included in the
11 Fiscal Year 2009-10 costs set forth in Subsection E-2 of this Agreement. If
12 COUNTY incurs or becomes obligated to pay for any such increases for or
13 on account of personnel whose costs are included in the calculations of
14 costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to
15 the cost of service set forth in Subsection E-2 of this Agreement, the full
16 costs of said increases to the extent such increases are attributable to work
17 performed by such personnel after July 1, 2009, and CITY’s cost of service
18 hereunder shall be deemed to have increased accordingly. CITY shall pay
19 COUNTY in full for such increases on a pro-rata basis over the portion of
20 the period between July 1, 2009 and June 30, 2010 remaining after
21 COUNTY notifies CITY that increases are payable.”

22 3. All other provisions of the Agreement as previously amended, to the extent they
23 are not in conflict with this THIRD AMENDMENT TO AGREEMENT, remain
24 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.

CITY OF GARDEN GROVE

DATED: _____
MAYOR

DATED: _____

ATTEST _____

City Clerk

APPROVED AS TO FORM

BY: *[Signature]*
City Attorney

BY: *Joseph A. Polise* 06-05-09
Chief of Police

DATED: _____

COUNTY OF ORANGE

BY: _____
Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

BY: *Nicole A. Smith*
Deputy

DATED: 5/27/09
5/27/09



SHERIFF-CORONER DEPARTMENT
COUNTY OF ORANGE
CALIFORNIA

SANDRA HUTCHENS
SHERIFF-CORONER

UNDERSHERIFF
JOHN L. SCOTT

EXECUTIVE COMMAND STAFF
JACK ANDERSON
JOHN B. DAVIS
RICK DOSTAL
MICHAEL R. HILLMANN
MIKE JAMES

320 N. FLOWER STREET
SANTA ANA, CA 92703
(714) 647-7000

May 28, 2009

Lieutenant Dave Kivler
Investigations Commander
Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, CA 92840-5310

Dear Lieutenant Kivler:

Enclosed are four original sets of the Third Amendment to the Agreement between the City of Garden Grove and the County of Orange, Sheriff-Coroner, to provide enhanced crime scene investigation and identification services. The Amendment covers services for the period July 1, 2009 through June 30, 2010 and the cost is \$402,108.

The cost of service FY 2009-2010 increased \$15,505, or 4% over the current fiscal year cost of \$386,603. The increase is primarily due to an increase in the cost of negotiated salary and benefit costs for the positions in Orange County Managers Association that supports the Forensic Science Services Division and an update to the Division overhead percentage. Other labor issues remain unresolved. The Third Amendment has added language to Section E of the Agreement for the potential impact on cost of unresolved employee salary and benefit issues for County employees.

Please obtain the necessary signatures on each of the four sets and return them to Tom Cooney, Contract Analyst as soon as possible so that I can obtain the final approval and complete execution of this Amendment. If you have any questions, please call Tom at (714) 834-3186.

Sincerely,

Patricia Bello, Contract Manager
Law Enforcement Contracts

Enclosures

cc: Director Jane Reyes, OCSD
Director Dean Gialamas, OCSD
Assistant Director Maggie Black, OCSD
Tom Nasser, OCSD
Linda Raatz, OCSD
Kathy Bailor, City Clerk

PROUDLY SERVING THE UNINCORPORATED AREAS OF ORANGE COUNTY AND THE FOLLOWING CITIES AND AGENCIES:

ALISO VIEJO • DANA POINT • LAGUNA HILLS • LAGUNA NIGUEL • LAGUNA WOODS • LAKE FOREST • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO • STANTON • VILLA PARK
OC PARKS • DANA POINT HARBOR • JOHN WAYNE AIRPORT • OCTA • SUPERIOR COURT

**DRUG USE
IS
LIFE ABUSE**