agenda item no. 9.4

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Matthew J. Fertal

From:

Joseph M. Polisar

Dept:

City Manager

Dept:

Police Department

Subject:

OBJECTIVE

ORANGE COUNTY SHERIFF'S DEPT FORENSIC SERVICES AGREEMENT

Date:

June 22, 2010

To seek City Council approval to amend the agreement 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 agreement, 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 agreement.

DISCUSSION

The current payment portion of the agreement with the Orange County Sheriff's Department expires June 30, 2010. 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 2010-11.

APPROVAL OF ORANGE COUNTY SHERIFF'S DEPT FORENSIC SERVICES CONTRACT June 22, 2010 Page 2 of 2

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 agreement proposed by the Orange County Sheriff's Department for fiscal year 2010-11 is in the amount of \$416,509.00. The agreement for fiscal year 2009-10 was in the amount of \$402,108.00. The increase is due in part to an increase in salaries for the Sheriff employees.

The fiscal year 2010-11 is an on-going cost the Police Department budgeted for the forensics services agreement with the Orange County Sheriff's Department.

Due to the current financial crisis, the Police Department is currently having contract discussions with the Orange County Sheriff's Department in order to reduce the City's annual fiscal liability or to at least eliminate the current year increase while maintaining, as close to possible, the services the City currently receives.

RECOMMENDATION

It is recommended that City Council:

- Approve the Fourth Amendment to the Agreement with the Orange County Sheriff's Department to provide forensics services to the City of Garden Grove, and
- Authorize the Mayor and Police Chief to execute the agreement on behalf of the City.

JOSEPH M. POLISAR

Chief of Police

Recommended for Approval

Matthew Fertal City Manager

By: David Kivler, Investigations Lieutenant

Support Services Bureau

Attachment: Orange County Sheriff's Department Forensic Services

Amendment to the Agreement

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

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THIS FOURTH AMENDMENT TO AGREEMENT is entered into this First day of May 2010, 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, 2010, that certain Agreement between the parties commencing on July 1, 2006, hereinafter referred to as "Agreement".

- 1. For the period of July 1, 2010 through June 30, 2011 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, 2010 through June 30, 2011 shall be as follows:

<u>SERVICE</u>		COST OF	OST OF SERVICE			
Personnel						
•	One (1) Lead Forensic Specialist	\$	140,906			
•	Lead Forensic Specialist Overtime					
	(240 hours @ \$79.70 per hour)	\$	19,130			
e	One (1) Senior Forensic Specialist	\$	146,209			
•	One (1) Forensic Specialist	\$	110,264			
	TOTAL COS	T <u>\$</u>	416,509			

- E-3. For the period July 1, 2010 through June 30, 2011, COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement. If a determination is made that increases described in Subsection E-7 must be paid, COUNTY thereafter shall include the pro-rata changes for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2010 and June 30, 2011."
- 2. Effective July 1, 2010, Subsection E-7 is amended to read as follows:
 - "E-7. At the time this Amendment is executed, there are unresolved issues pertaining to potential increases in salaries and benefits for COUNTY employees. The cost of such potential increases are not included in the Fiscal Year 2010-11 costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2010, and CITY's cost of service hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2010 and June 30, 2011 remaining after COUNTY notifies CITY that increases are payable."
- All other provisions of the Agreement as previously amended, to the extent they
 are not in conflict with this FOURTH AMENDMENT TO AGREEMENT, remain
 unchanged.

1	IN WITNESS WHEREOF, the	parties	have	executed	the	FOURTH			
2	AMENDMENT TO AGREEMENT in the C	AGREEMENT in the County of Orange, State of California.							
3	C	CITY OF GARDEN GROVE							
4		DATED:							
5	DATED:	***************************************		MAYOR					
6	DATED.								
7									
8	ATTEST								
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10	City Clerk								
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17 18	COUNTY OF ORANGE								
19	BY:								
20	Sheriff-Coroner								
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22	APPROVED AS TO FORM:								
23	Office of the County Counsel Orange County, California								
24	Orange County, Camornia								
25	BY: Miche a Mora Deputy								
26	Deputy								
27	DATED: 5/4/10								
28	DATED								
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