

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.

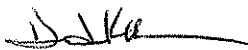
RECOMMENDATION

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



By: David Kivler, Investigations Lieutenant
Support Services Bureau

Recommended for Approval



Matthew Fertal
City Manager

Attachment: Orange County Sheriff's Department Forensic Services
Amendment to the Agreement

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

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1 E-3. For the period July 1, 2010 through June 30, 2011, 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, 2010 and June 30, 2011.”

7 2. Effective July 1, 2010 , Subsection E-7 is amended 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 2010-11 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, 2010, 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, 2010 and June 30, 2011 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 FOURTH AMENDMENT TO AGREEMENT, remain
24 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.

CITY OF GARDEN GROVE

DATED: _____
MAYOR

DATED: _____

ATTEST _____

City Clerk

APPROVED AS TO FORM

BY: *Omar Sandoval*
City Attorney

BY: *Joseph D. Polson* 06-09.
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. Sims*
Deputy

DATED: 5/4/10