

AGREEMENT WITH THE COUNTY OF ORANGE FOR FORENSIC SERVICES

MAY 10TH, 2011

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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 Crime Lab is the only provider of the forensic services available.

FINANCIAL IMPACT

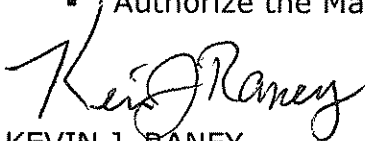
The forensic services contract agreed upon by the Orange County Crime Lab for fiscal year 2010-11 is in the amount of \$401,266.00. The contract for the fiscal year 2011-12 is \$401,513.00; this is an increase of \$247.00, which amounts to an increase of 0.06% over the former contract. The increase is due in part to an increase in salaries for the Sheriff employees.

The fiscal year 2011-12 is an on-going cost the Police Department budgeted for the forensics services contract with the Orange County Crime Lab.

RECOMMENDATION

It is recommended that City Council:

- Approve the agreement with the County of Orange to provide forensics services to the City in the amount of \$401,513 for fiscal year 2011-12; and
- Authorize the Mayor to execute the agreement on behalf of the City



KEVIN J. RANEY
Chief of Police



By: Ted Peaslee, Investigations Lieutenant
Support Services Bureau

Attachment: Orange County Crime Lab Contract Agreement

Recommended for Approval



Matthew Fertal
City Manager

**AGREEMENT
BETWEEN THE
CITY OF GARDEN GROVE
AND THE
COUNTY OF ORANGE**

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THIS AGREEMENT is entered into this fifteenth day of April 2011, 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".

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for enhanced major crime scene investigation and related services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2011
3 and terminating June 30, 2016 unless earlier terminated by either party in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or CITY may terminate this Agreement, without cause, upon ninety
7 (90) days written notice to the other party.

8 **C. REGULAR SERVICES BY COUNTY:**

9 1. COUNTY, through its Sheriff-Coroner Department, hereinafter referred to as
10 "SHERIFF", shall render to CITY enhanced major crime scene investigation
11 services as provided in Subsection C-2 and C-3 below. Major crimes
12 generally include, but may not be limited to, homicide, aggravated assault,
13 and rape, and the services provided by COUNTY pursuant to this
14 Agreement shall be limited to the investigation of said crimes committed
15 within the city limits of CITY. COUNTY shall provide the services described
16 herein for such crimes when requested by CITY's designated police staff, to
17 the extent that requested services reasonably can be provided by the
18 SHERIFF personnel assigned to provide services hereunder within the
19 working hours specified herein.

20 2. SHERIFF shall provide all staffing, supervision, management, training,
21 services, supplies and equipment necessary to deliver services as provided
22 in this Agreement. Services will include court testimony by assigned
23 SHERIFF staff pertaining to the investigation services provided pursuant to
24 this Agreement.

25 3. SHERIFF shall provide CITY with services as follows:

26 a. One (1) Senior Forensic Specialist will be assigned to CITY's Police
27 Department on a full-time basis to conduct fingerprint examinations,
28 automated Fingerprint Identification System tenprint and latent fingerprint

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 entry and tasks and projects that support the operation of the City of
3 Garden Grove. The Senior Forensic Specialist may respond to major
4 crime scenes while on duty to provide crime scene investigation
5 services. Office hours will be eight hours per day Monday through
6 Friday, unless a different work schedule is requested by CITY and
7 approved by SHERIFF. "Assignment on a full time basis" means that the
8 assigned COUNTY employee will devote 80 hours per two-week pay
9 period, less paid holidays, vacation, sick leave and other types of short-
10 time paid leave available to said employee pursuant to applicable
11 COUNTY personnel policy, providing services pursuant to this
12 Agreement. If the assigned COUNTY employee takes vacation or other
13 leave for a period in excess of 10 successive working days, SHERIFF
14 shall assign another employee of similar rank and skill level to perform
15 services hereunder for the remainder of the assigned employee's
16 extended leave. One (1) Lead Forensic Specialist position will be
17 assigned to CITY's casework but will work at the SHERIFF's Brad Gates
18 Forensic Science Center. This aggregate position will be filled by more
19 than one COUNTY employee and will provide coverage during
20 Identification Bureau service hours from 6:00 a.m. to 1:30 a.m., seven
21 days a week for crime scene investigation and evidence gathering on
22 major crimes. This aggregate position will also provide training,
23 supplemental latent fingerprint comparison and processing services and
24 coverage during absences by the Senior Forensic Specialist. This
25 aggregate position will provide services for an average of 80 hours per
26 two week pay period, plus 140 hours of overtime per year.

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1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 b. SHERIFF will provide on-call services for crime scene investigations of
3 major crimes from 1:30 a.m. to 6:00 a.m. These services will be part of
4 the services of the aggregate Lead Forensic Specialist position.

5 c. One (1) Forensic Specialist position will be assigned to CITY's casework
6 but will work at the SHERIFF's Brad Gates Forensic Science Center.
7 This aggregate position will be filled by more than one COUNTY
8 employee and will provide coverage from 6:00 a.m. to 1:30 a.m., seven
9 days a week, for crime scene investigation and evidence gathering
10 services provided by the Identification Bureau on major crimes. This
11 aggregate position will also provide sequential chemical processing of
12 evidence items for latent fingerprints, provide supplemental latent
13 fingerprint processing services, provide assistance to the Senior and
14 Lead Forensic Specialist(s) in processing major crime scenes, process
15 digital media submitted by Garden Grove Police Department, print proof
16 sheets, print enlargements and create CD's of photographs upon
17 request.

18 4. Supplies and Film Processing

19 a. COUNTY will provide supplies needed for crime scene investigations
20 conducted by SHERIFF.

21 Included in the supplies to be provided by COUNTY will be digital media
22 submitted by SHERIFF to the SHERIFF's photo lab, in conformance with
23 existing SHERIFF's policies.

24 b. Digital media supplies for cases investigated by CITY personnel is not
25 included in the services and supplies to be provided by COUNTY
26 pursuant to this Agreement, but may be provided, at the option of the
27 SHERIFF, upon payment by CITY of the full additional costs thereof.

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1 **D. DUTIES OF CITY:**

- 2 1. CITY shall provide (a) a safe, clean, adequate work space at its Police
 3 facility for COUNTY’s Senior Forensic Specialist assigned pursuant to this
 4 Agreement, and (b) any equipment and supplies not specified herein that
 5 said Senior Forensic Specialist needs to provide services hereunder.
- 6 2. CITY and its police personnel shall cooperate with and appropriately assist
 7 SHERIFF personnel providing services pursuant to this Agreement, so as to
 8 further the Parties’ shared goal of ensuring that investigations of major
 9 crimes committed in CITY are conducted accurately, efficiently and in a
 10 timely fashion, in accordance with the highest professional standards.

11 **E. PAYMENT:**

- 12 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 13 COUNTY the costs of the services, equipment and supplies provided by
 14 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
 15 benefits, mileage, services, supplies, equipment, and divisional, department
 16 and COUNTY Overhead.

- 17 2. The cost of regular services, equipment and supplies provided by COUNTY
 18 for the period from July 1, 2011 through June 30, 2012 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel	
• One (1) Lead Forensic Specialist	\$ 138,752
• Lead Forensic Specialist Overtime – (140 hours)	\$ 10,763
• One (1) Senior Forensic Specialist	\$ 144,488
• One (1) Forensic Specialist	<u>\$ 107,510</u>
TOTAL COST	<u>\$ 401,513</u>

- 25
- 26 3. For the period from July 1, 2011 to June 30, 2012, COUNTY shall invoice
 27 CITY monthly, one-twelfth (1/12) of the cost for services referenced in
 28 paragraph E-2 of this Agreement.

1 **E. PAYMENT:** (Continued)

2 4a. By April 15, 2012, 2013, 2014, and 2015, SHERIFF shall submit to CITY, in
3 writing, a recommended level of service and an estimate of the costs to
4 COUNTY of providing said services to CITY in the following fiscal year.
5 Said estimate shall reflect the full anticipated costs to COUNTY of providing
6 said services, equipment and supplies and shall be computed by SHERIFF
7 in accordance with current COUNTY cost data. Within thirty days after
8 receipt of said cost estimate, CITY shall transmit to SHERIFF its written
9 acceptance or rejection of said estimates. CITY's Chief of Police is hereby
10 authorized to determine whether to accept or reject said cost estimates.

11 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on
12 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
13 authorized to execute a written amendment to this Agreement reflecting the
14 service level and CITY's obligation to pay said cost for the ensuing fiscal
15 year. Said amendment shall not change other terms and conditions of this
16 Agreement, except the service level and cost, unless first approved by
17 COUNTY's Board of Supervisors and CITY's Council. SHERIFF and CITY's
18 Chief of Police shall cause originals of any amendments to this Agreement
19 that are executed to be filed with COUNTY's Clerk of the Board of
20 Supervisors and CITY's Clerk immediately upon execution.

21 c. If the Parties are unable to agree by June 30 of any fiscal year on the level
22 of service to be provided by COUNTY to CITY or on the amount to be paid
23 by CITY for services to be provided by COUNTY for the following fiscal year,
24 this Agreement will terminate as of September 30 of the following fiscal
25 year. The period of July 1 through September 30, if applicable, provides the
26 Parties up to the date of termination on September 30 to continue contract
27 negotiations. During said period of continuing negotiations July 1 through
28 September 30, COUNTY will provide the level of service provided in the

1 **E. PAYMENT: (Continued)**

2 preceding fiscal year, and CITY shall be obligated to pay the cost of such
3 services provided in the prior fiscal year. The full cost of such services may
4 exceed the cost of similar services provided in the prior fiscal year.

5 5. CITY shall pay COUNTY in accordance with COUNTY Board of
6 Supervisors' approved County Billing Policy, which is attached hereto as
7 Attachment A, and incorporated herein by this reference.

8 6. COUNTY shall charge CITY late payment penalties in accordance with
9 COUNTY Board of Supervisors' approved County Billing Policy.

10 **F. NOTICES:**

11 1. Except for the notices provided for in subparagraph 2 of this paragraph, all
12 notices authorized or required by this Agreement shall be effective when
13 written and deposited in the United States mail, first class postage prepaid
14 and addressed as follows:

15 **CITY:** INVESTIGATIONS COMMANDER
16 GARDEN GROVE POLICE DEPARTMENT
17 11301 ACACIA PARKWAY
18 GARDEN GROVE, CA 92840-5310

19 **COUNTY:** DIRECTOR
20 ORANGE COUNTY CRIME LABORATORY
21 SHERIFF-CORONER DEPARTMENT
22 320 NORTH FLOWER STREET
23 SANTA ANA, CA 92703

24 CONTRACT MANAGER
25 SHERIFF-CORONER DEPARTMENT
26 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
27 320 NORTH FLOWER STREET
28 SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the
United States mail, certified, return receipt requested and addressed as
above.

1 **G. STATUS OF COUNTY:**

2 COUNTY is, and shall at all times be deemed to be, an independent contractor
3 and shall be wholly responsible for the manner in which it performs the services
4 required of it by the terms of this Agreement. Nothing herein contained shall be
5 construed as creating the relationship of employer and employee, or principal
6 and agent, between CITY and COUNTY or any of COUNTY's agents or
7 employees. Nothing herein contained shall be construed as creating the
8 relationship of employer, or principal and agent, between COUNTY and any of
9 CITY's agents or employees. COUNTY and its SHERIFF shall retain all
10 authority for rendition of services, standards of performance, control of
11 personnel, and other matters incident to the performance of services by
12 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,
13 shall not be entitled to any rights or privileges of CITY employees and shall not
14 be considered in any manner to be CITY employees. CITY, its agents and
15 employees shall not be entitled to any rights or privileges of COUNTY
16 employees and shall not be considered in any manner to be COUNTY
17 employees.

18 **H. STATE AUDIT:**

19 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
20 subject to examination and audit by the State Auditor for a period of three (3)
21 years after final payment by CITY to COUNTY under this Agreement. CITY
22 and COUNTY shall retain all records relating to the performance of this
23 Agreement for said three-year period, except that records pertaining to any
24 audit then in progress, or any claim or litigation shall be retained beyond said
25 three-year period until final resolution of said audit, claim or litigation.

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1 **I. ALTERATION OF TERMS:**

2 This Agreement fully expresses all understanding of CITY and COUNTY with
3 respect to this subject matter of this Agreement, and shall constitute the total
4 Agreement between the parties for these purposes. No addition to, or
5 alteration of, the terms of this Agreement shall be valid unless made in writing,
6 formally approved and executed by duly authorized agents of both parties.

7 **J. INDEMNIFICATION:**

8 1. COUNTY, its elected and appointed officials, officers, employees, agents,
9 subcontractors, independent contractors and those special districts and
10 agencies for which COUNTY's Board of Supervisors acts as the governing
11 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed
12 any liability for the negligence or any other act or omission of CITY or any of
13 its officers, agents, employees, subcontractors or independent contractors,
14 or for any dangerous or defective condition of any public street or work or
15 property of CITY, or for any illegality or unconstitutionality of state statutes or
16 CITY's municipal ordinances. CITY agrees to indemnify, defend with
17 counsel approved in writing by COUNTY, and hold all COUNTY
18 INDEMNITEES harmless from any claims, demands or liability of any kind or
19 nature, including but not limited to personal injury or property damage,
20 arising from or related to the services, products or other performance
21 provided by City and including those based or asserted upon the condition of
22 any public street or work or property of CITY, or upon the illegality or
23 unconstitutionality of any state statute or municipal ordinance of CITY of
24 which SHERIFF has investigated an alleged or actual violation, or upon any
25 act or omission of CITY, its officers, agents, employees, subcontractors and
26 independent contractors related to this Agreement. If judgment is entered
27 against CITY and COUNTY by a court of competent jurisdiction because of
28 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,

1 **J. INDEMNIFICATION: (Continued)**

2 CITY and COUNTY agree that liability will be apportioned as determined by
3 the court. Neither party shall request a jury apportionment.

4 2. COUNTY agrees to defend, indemnify, and hold CITY, and its elected and
5 appointed officials, officers, employees, agents, subcontractors and
6 independent contractors harmless from any claims, demands or liability of
7 any kind or nature, including but not limited to personal injury or property
8 damage, arising from or related to the services, products or other
9 performance provided by COUNTY pursuant to this agreement. If judgment
10 is entered against COUNTY and CITY by a court of competent jurisdiction
11 because of the concurrent active negligence of CITY, COUNTY and CITY
12 agree that liability will be apportioned as determined by the court. Neither
13 party shall request a jury apportionment.

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IN WITNESS WHEREOF, the parties have executed the 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

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair of the Board of Supervisors

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

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

BY:  _____
Deputy

DATED: 4/19/11 _____

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
 FORENSIC CONTRACT WITH GARDEN GROVE

FY 2011-12
 Total Contract

FY 2010-11 Contract \$401,266
 FY 2011-12 Contract \$401,513
 \$ Increase over FY 2010-11 \$247
 % Increase over FY 2010-11 0.06%

Components of Cost:	FY 2010-11 Amendment # 5	FY 2011-12 Proposed	\$ Change	% Change	% to Total Contract	Description
Salaries	\$200,392	\$200,735	\$343	0.17%	0.09%	An increase in the average hourly rate for all positions.
Overtime	7,201	7,220	19	0.26%	0.00%	Overtime cost increased due to increased in average salary rates.
Benefits: Retirement, Health	80,377	85,276	4,899	6.10%	1.22%	Increase in employee benefit rates (Retirement, Medical, Workers' Compensation and Liability Insurance).
Services & Supplies (S&S)	11,507	12,562	1,056	9.17%	0.26%	Increase in direct Services & Supplies expenditures.
Transportation	1,739	82	(1,657)	-95.27%	-0.41%	Cost decreased due to reduction in the number of mileage reported.
Department Overhead	14,088	12,727	(1,361)	-9.66%	-0.34%	Decrease due to Department Overhead rate was reduced from 7.03% (FY 2009-10) to 6.12% (FY 2010-11).
Division Overhead	50,338	52,987	2,649	5.26%	0.66%	Increase in Division Overhead rate from 24.74% to 25.12% in FY 2011-12 due to increase in average salary rates and related employee benefits.
County Overhead (CWCAP)	35,624	29,925	(5,700)	-16.00%	-1.42%	Decrease due to decrease in CWCAP rate from 17.16% to 14.39%.
TOTAL	\$401,266	\$401,513	\$247	0.06%	0.06%	