

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal From: Kevin J. Raney
Dept: City Manager Dept: Police
Subject: AGREEMENT WITH CALIFORNIA FORENSIC PHLEBOTOMY FOR BLOOD COLLECTION SERVICES Date: June 14, 2011

OBJECTIVE

To seek City Council approval to renew the agreement with California Forensic Phlebotomy, Inc. (CFP) to provide blood collection services on a 24/7 as-needed basis for the Police Department.

BACKGROUND

When a suspect is arrested on suspicion of drunk driving, a CFP technician is called out to collect a blood sample. The technician not only obtains the sample, but also properly labels and transports the specimen to the Orange County Sheriff's Department Crime Lab. CFP has not only satisfactorily provided these 24-hour services to the Police Department for the last 29 years, but they are currently the sole provider of blood collection services for every law enforcement agency in Orange County.

DISCUSSION

The term of the agreement with CFP will be for a period of one (1) year, with an option to extend the agreement for an additional four (4) years, for a total of five (5) years. Option years will be exercised one (1) year at a time, at the sole option of the City. Beginning July 1, 2010, the cost per sample was \$94.75, and CFP has maintained that rate for the length of the one-year agreement, which will end on June 30, 2011. CFP has agreed to maintain the \$94.75 per sample rate throughout FY 2011-12.

FINANCIAL IMPACT

The Police Department has allocated \$95,000 per year from the General Fund for this contract. The cost per sample will be \$94.75 for the first one (1) year performance period. By no later than March 1, 2012, and March 1st of each year thereafter during the term of this agreement, CFP may request a pricing increase

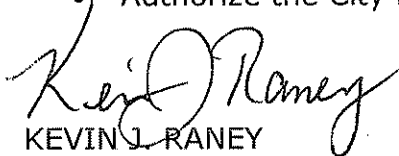
AGREEMENT WITH CALIFORNIA FORENSIC
PHLEBOTOMY FOR BLOOD COLLECTION SERVICES
June 14, 2011
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for the upcoming option year. However, no annual increase shall exceed four (4) percent per year over the compensation rate applicable in the immediate preceding year. For example, if requested, the maximum increase during Year two (2) would be 4 percent above the compensation rate applicable during the initial term of the agreement. Thereafter, if timely requested, an additional 4 percent maximum increase shall be available annually.

RECOMMENDATION

It is recommended that City Council:

- Approve the agreement with California Forensic Phlebotomy for blood collection services through June 30, 2012, with an option to extend for an additional four years; and
- Authorize the City Manager to execute the contract.


KEVIN J. RANEY
Chief of Police

By: 
Courtney Allison
Police Fiscal Analyst

Attachment 1: Scope of Work letter from California Forensic Phlebotomy (CFP)
Attachment 2: Professional Services Agreement

Recommended for Approval


Matthew Fertal
City Manager

CFP

California Forensic Phlebotomy, Inc.

27762 Antonio Parkway, Suite L1-647
Ladera Ranch, CA 92694

24 Hour Technician Response (714) 529-0515
Administration (949) 309-2459
Fax (949) 203-2133

March 30, 2011

Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, CA 92842

Attn: Courtney Allison, Budget Manager

RE: Contract Renewal

Dear Ms. Allison:

We wish to take this opportunity to thank you once again for allowing our organization to serve The City of Garden Grove Police Department over the past 29 years. We very much would like to continue providing you with our Blood Technician Services during the coming years.

Our services include the taking of blood samples; transportation of blood and urine samples; appear in court or elsewhere at the request of CITY to discuss or testify regarding the taking of samples, tests made, transportation of samples, and results thereof. All services will be provided on an as-needed basis for the City of Garden Grove Police Department.

We are please to inform you that there will be no rate increase this upcoming fiscal year. Our rates will remain \$94.75 per request. All terms and conditions of our existing agreement with the exception of price will remain the same.

Please contact us at your convenience if you should have any questions or if we can be of any additional service.

Sincerely,



Russell A. Liedholm
President

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2011, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **California Forensic Phlebotomy, Inc.**, a California corporation, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 8596-04 (July 27, 2004).
2. CITY desires to utilize the services of CONTRACTOR to Furnish the following services: **take and analyze blood samples; transport urine samples; appear in court or elsewhere at the request of CITY to discuss or testify regarding the taking of samples, tests made, transportation of samples, and results thereof. All services will be provided on an as-needed basis for the City of Garden Grove Police Department.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement for an additional four (4) years, for a total of five (5) years. Option years will be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 Amount. Total Compensation under this agreement shall not exceed (NTE) amount of Ninety Five Thousand Dollars (\$95,000.00) per year, payable in arrears and in accordance with proposal in Attachment A.

Pricing shall remain firm for the first one (1) year performance period. By no later than March 1, 2012, and March 1st of each year thereafter during the term of this Agreement, CONTRACTOR may request a pricing increase for the upcoming option year. Any increase shall be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim Average." However, no annual increase shall exceed four (4) percent per year over the compensation rate applicable in the immediate preceding year. For example, if requested, the maximum increase during Year 2 would be 4% above the compensation rate applicable during the initial term of the Agreement. Thereafter, if timely requested, an additional 4% maximum increase shall be available annually.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers

Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of

any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
California Forensic Phlebotomy, Inc.
Attention: Russell A. Liedholm
27762 Antonio Pkwy, Ste L1-647
Ladera Ranch, CA 92694
 - b. (Address of City Purchasing) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid (Attachment A), which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

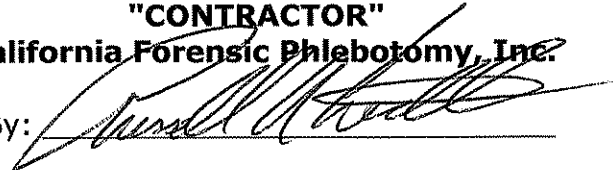
By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
California Forensic Phlebotomy, Inc.

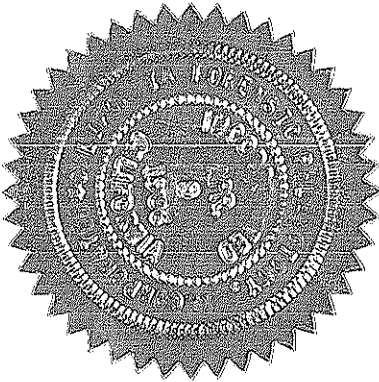
By: 

Name: Russell A. Liedholm

Title: President

Date: 6/2/11

Tax ID No. 33-0172894



If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

6/7/11
Date

CFP

ATTACHMENT A

27762 Antonio Parkway, Suite L1-647
Ladera Ranch, CA 92694

24 Hour Technician Response (714) 529-0515
Administration (949) 309-2459
Fax (949) 203-2133

California Forensic Phlebotomy, Inc.

March 30, 2011

Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, CA 92842

Attn: Courtney Allison, Budget Manager

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Russell A. Liedholm
President