

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Kevin J. Raney
Dept:	City Manager	Dept:	Police Department
Subject:	AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE FORENSIC SERVICES	Date:	May 22, 2012

OBJECTIVE

To secure City Council approval of the Agreement with the County of Orange (County) to provide forensic services for the City.

BACKGROUND

Since 1996, the City of Garden Grove has contracted with the County for forensic services. Recently the Orange County Sheriff's Department Forensics Services Unit was reorganized and renamed the Orange County Crime Lab. The services provided have remained the same, and consist of 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 Orange County Crime Lab.

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 Orange County Crime Lab 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 Crime Lab expires June 30, 2012. 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 2012-13.

AGREEMENT WITH THE COUNTY OF ORANGE FOR FORENSIC SERVICES

MAY 22, 2012

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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.

In an attempt to avoid an increase in overall costs, staff conducted an extensive review of the contract, including an examination of the actual overtime hours used versus the contracted hours. As a result, a credit will be issued that will offset the increase in the new contract.

FINANCIAL IMPACT

The forensic services contract agreed upon by the Orange County Crime Lab for fiscal year 2011-12 is in the amount of \$401,513. The contract for the fiscal year 2012-13 is \$407,083; this is an increase of \$5,510, which amounts to an increase of 1.39 % over the former contract. The increase is due in part to an increase in salaries for the Sheriff employees.

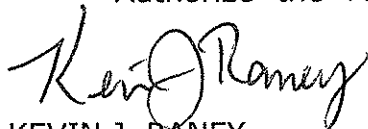
In fiscal year 2010-2011, there was an under utilization of overtime hours. The total for these underutilized funds is \$7,732. The credit for these underutilized funds will be issued on the June 30, 2012, invoice to the City. With this credit, the financial impact to the City for fiscal year 2012-2013 will reduce the cost of the new contract to \$399,351, for a savings of \$2,162.

The fiscal year 2012-13 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 \$407,083 for fiscal year 2012-13;
- Authorize the City Manager to make minor modifications as appropriate; 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

Recommended for Approval



Matthew Fertal
City Manager

Attachment 1: Orange County Crime Lab Contract Agreement
Attachment 2: Correspondence from Sheriff-Coroner
Attachment 3: Cost Summary

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

THIS FIRST AMENDMENT TO AGREEMENT is entered into this First day of April 2012, 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, 2012, that certain Agreement between the parties commencing on July 1, 2011, hereinafter referred to as "Agreement".

1. For the period of July 1, 2012 through June 30, 2013 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, 2012 through June 30, 2013 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel	
• One (1) Lead Forensic Specialist	\$ 142,020
• Lead Forensic Specialist Overtime – (140 hours)	\$ 8,919
• One (1) Senior Forensic Specialist	\$ 147,090
• One (1) Forensic Specialist	<u>\$ 109,054</u>
TOTAL COST	<u>\$ 407,083</u>

E-3. For the period from July 1, 2012 to June 30, 2013, COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement.

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1 The overtime hours included in the Agreement are only an estimate.
2 SHERIFF shall notify CITY of actual overtime worked during each fiscal
3 year. If actual overtime worked is less than the budgeted amount, SHERIFF
4 shall provide a credit to the CITY. Prior to working overtime which will
5 exceed the annual budget, SHERIFF shall advise CITY of anticipated hours
6 over budget and receive CITY's concurrence to pay additional cost. CHIEF
7 OF POLICE for CITY is authorized to provide concurrence to pay for the
8 increased amount for overtime at the same overtime billing rate in effect at
9 the time the hours were worked."

10 2. Effective July 1, 2012, Subsection E-7 is added to read as follows:

11 "E-7. At the time this Amendment is executed, there are unresolved issues
12 pertaining to potential increases or decreases in salaries and benefits for
13 COUNTY employees. The cost of such potential increases or decreases
14 are not included in the Fiscal Year 2012-13 costs set forth in Subsection
15 E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for
16 any such increases for or on account of personnel whose costs are
17 included in the calculations of costs charged to CITY hereunder, CITY shall
18 pay COUNTY, in addition to the cost of service set forth in Subsection E-2
19 of this Agreement, the full costs of said increases to the extent such
20 increases are attributable to work performed by such personnel after July
21 1, 2012, and CITY's cost of service hereunder shall be deemed to have
22 increased accordingly. CITY shall pay COUNTY in full for such increases
23 on a pro-rata basis over the portion of the period between July 1, 2012 and
24 June 30, 2013 remaining after COUNTY notifies CITY that increases are
25 payable.

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In the event that salaries and benefits costs for COUNTY employees decrease for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall notify CITY of decreased cost and bill accordingly.”

3. All other provisions of the Agreement to the extent they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

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1 IN WITNESS WHEREOF, the parties have executed the FIRST
2 AMENDMENT TO AGREEMENT in the County of Orange, State of California.

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4 DATED: _____
CITY OF GARDEN GROVE

5 ATTEST: _____
6 City Clerk

7 BY: _____
8 Mayor

9 APPROVED AS TO FORM:

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11 BY:  _____
City Attorney

11 BY: _____
12 Chief of Police

13 DATED: _____

14 COUNTY OF ORANGE

15
16 BY: _____
17 Chair of the Board of Supervisors

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

21 Attest:

22 _____
23 Susan Novak
24 Clerk of the Board of Supervisors
25 Orange County, California

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

BY:  _____
Deputy

DATED: 5/4/12



SHERIFF-CORONER
COUNTY OF ORANGE
CALIFORNIA

SANDRA HUTCHENS
SHERIFF-CORONER

April 5, 2012

Lieutenant Ted Peaslee
Investigations Commander
Garden Grove Police Department

Via email: tedp@ci.garden-grove.ca.us

Re: FY 2012-2013 - Recommended Level of Service

Dear Lieutenant Peaslee:

The current agreement to provide enhanced crime scene investigation and identification services to the City of Garden Grove and the County of Orange ("the Agreement") requires that the County submit, in writing, a recommended level of service and cost estimate for the following fiscal year.

The County recommends the following level of service for the City of Garden Grove:

Personnel:

- One (1) Lead Forensic Specialist (2,080 hours)
- Lead Forensic Specialist Overtime – (140 hours)
- One (1) Senior Forensic Specialist (2,080 hours)
- One (1) Forensic Specialist (2,080 hours)

The full cost of providing the foregoing level of service from July 1, 2012 through June 30, 2013 is estimated to be \$407,083 representing an increase of \$5,570 (1.39%) from current fiscal year cost of \$401,513. The estimate does not include any amount for labor negotiations, which are pending for the positions at the time this cost estimate was developed.

The proposed First Amendment to the Five-Year Agreement, includes the addition of language regarding the unresolved employee salary and benefit issues during the term of the Amendment. This similar language was included in the prior Five-Year Agreement Fiscal Year 2010-11 Fourth Amendment.

Lieutenant Ted Peaslee
Garden Grove Police Department
April 5, 2012
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The amendment also includes the addition of language regarding overtime as a budget number and memorializes the credit process for under utilized overtime hours. The one-time credit for FY 2010-11 has been calculated to be \$7,732 and will be issued on the June 30, 2012 invoice. Any credit due for the FY 2011-12 contract will be issued in FY 2012-13.

A brief highlight of changes is shown below for your review with your City Attorney.

Section E. Payment (Pages 1 and 2):

- E-2 Updated cost estimate
- E-3 Adds language regarding overtime
- E-7 Adds language regarding unresolved issues. There are unresolved employee salary and benefit issues for FY 2012-13.

In accordance with the Five-Year Agreement, please provide the Sheriff's Department with concurrence by April 20, 2012.

Please contact Luz Lopez, Contract Assistant, at (714) 834-6025 or me at (714) 834-3352, if you have any questions or concerns about the foregoing.

Sincerely,



Patricia Bello, Contract Manager
Law Enforcement Contracts

Enclosure

cc: Captain Mike Handfield, GGPD
Assistant Director Pennie Laferty, OCSD
James Gotter, Supervisor Forensic Specialist, OCSD
Tamara J. Boothe, Supervising Forensic Specialist, OCSD
Luz Lopez, Contract Assistant, OCSD

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
 FORENSIC CONTRACT WITH GARDEN GROVE
 Revised Cost Summary
 FY 2012-13

<u>STRAIGHT TIME</u>	<u>SUMMARY OF CHARGES</u>		
Senior Forensic Specialist	2080	Hours	\$ 147,090
Lead Forensic Specialist	2080	Hours	\$ 142,020
Forensic Specialist	2080	Hours	\$ 109,054
		Sub-Total	\$ 398,164
<u>OVERTIME</u>			
Lead Forensic Specialist	140	Hours	\$ 8,919
		Total Charges	\$ 407,083
<u>ONE-TIME ADJUSTMENT FOR FY 2010-11 OVERTIME</u>			
Lead Forensic Specialist	97	Hours	\$ 7,732

**ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
FORENSIC CONTRACT WITH GARDEN GROVE
FY 2012-13
Total Contract**

FY 2011-12 Contract \$401,513
 FY 2012-13 Contract \$407,083
 \$ Increase over FY 2011-12 \$5,570
 % Increase over FY 2011-12 1.39%

Components of Cost:	FY 2011-12		FY 2012-13		% to Total Contract	Description
	Year 1 of 5 years	Proposed	\$ Change	% Change		
Salaries	\$200,734	\$199,647	(\$1,088)	-0.54%	-0.27%	Variance is due to decrease in annual hours from 2,088 to 2,080 for FY 2012-13.
Overtime	7,220	7,256	36	0.50%	0.01%	Overtime cost increased due to increased in average salary rates.
Benefits: Retirement, Health	85,276	89,004	3,728	4.37%	0.93%	Increase in employee benefit rates (Retirement, Medical, Workers' Compensation).
Services & Supplies (S&S)	12,562	19,256	6,694	53.29%	1.67%	Increase in direct Services & Supplies expenditures and Liability Insurance.
Transportation	82	99	17	20.36%	0.00%	Cost increased due to increase in mileage rate for FY 2012-13.
Department Overhead	12,727	10,924	(1,802)	-14.16%	-0.45%	Decrease due to Department Overhead rate was reduced from 6.12% (FY 2010-11) to 5.28% (FY 2011-12).
Division Overhead	52,987	51,123	(1,864)	-3.52%	-0.46%	Division Overhead rate increased from 25.12% to 25.63% in FY 2012-13 due to increase in employee benefits and services and supplies. FY 2012-13 Division overhead cost decreased due to change in how the rate is applied.
County Overhead (CWCAP)	29,925	29,773	(151)	-0.51%	-0.04%	CWCAP rate at 14.39% remains the same FY 2011-12 decrease due to decrease in salary.
TOTAL	\$401,513	\$407,083	\$5,570	1.39%	1.39%	