

AGREEMENT WITH THE COUNTY OF ORANGE FOR FORENSIC SERVICES
JUNE 11, 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.

FINANCIAL IMPACT

The forensic services contract agreed upon by the Orange County Crime Lab for fiscal year 2012-13 is in the amount of \$407,083.00. The contract for the fiscal year 2013-14 is \$420,189.00; this is an increase of \$13,106.00, which amounts to an increase of 3.22 % over the former contract. The increase is primarily due to an increase in benefit costs for County employee's retirement and health insurance.

In fiscal year 2011-2012, there was an under utilization of overtime hours. The total for these under utilized funds worked out to be \$9,456.10. The credit for these under utilized funds will be issued on the June 30, 2013 invoice to the City of Garden Grove. With this credit, the total financial impact to the City of Garden Grove for fiscal year 2013-2014 will be \$410,733.00.

The fiscal year 2013-14 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 the City Council:

- Approve the agreement with the County of Orange to provide forensics services to the City in the amount of \$420,189.00 for fiscal year 2013-14; 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: Orange County Crime Lab Contract Agreement
Correspondence from Sheriff-Coroner

1 **SECOND AMENDMENT TO AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF GARDEN GROVE**
4 **AND THE**
5 **COUNTY OF ORANGE**

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7 **THIS SECOND AMENDMENT TO AGREEMENT** is entered into this
8 First day of April 2013, which date is enumerated for purposes of reference only, by
9 and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and
10 the COUNTY OF ORANGE, a political subdivision of the State of California,
11 hereinafter referred to as "COUNTY" to amend, effective July 1, 2013, that certain
12 Agreement between the parties commencing on July 1, 2011, hereinafter referred to
13 as "Agreement".

14 1. Effective July 1, 2013 Subsection C-3a of the Agreement is amended to read as
15 follows:

16 "C-3a. SHERIFF shall provide CITY with services as follows:

17 One (1) Senior Forensic Specialist will be assigned to CITY's Police
18 Department on a full-time basis to conduct fingerprint examinations,
19 automated Fingerprint Identification System tenprint and latent fingerprint
20 entry and tasks and projects that support the operation of the City of Garden
21 Grove. The Senior Forensic Specialist may respond to major crime scenes
22 while on duty to provide crime scene investigation services. Office hours will
23 be eight hours per day Monday through Friday, unless a different work
24 schedule is requested by CITY and approved by SHERIFF. "Assignment on
25 a full time basis" means that the assigned COUNTY employee will devote 80
26 hours per two-week pay period, less paid holidays, vacation, sick leave and
27 other types of short-time paid leave available to said employee pursuant to
28 applicable COUNTY personnel policy, providing services pursuant to this

1 Agreement. If the assigned COUNTY employee takes vacation or other
 2 leave for a period in excess of 10 successive working days, SHERIFF shall
 3 assign another employee of similar rank and skill level to perform services
 4 hereunder for the remainder of the assigned employee's extended leave.
 5 One (1) Lead Forensic Specialist position will be assigned to CITY's
 6 casework but will work at the SHERIFF's Brad Gates Forensic Science
 7 Center. This aggregate position will be filled by more than one COUNTY
 8 employee and will provide coverage during Identification Bureau service
 9 hours from 6:00 a.m. to 1:30 a.m., seven days a week for crime scene
 10 investigation and evidence gathering on major crimes. This aggregate
 11 position will also provide training, supplemental latent fingerprint comparison
 12 and processing services and coverage during absences by the Senior
 13 Forensic Specialist. This aggregate position will provide services for an
 14 average of 80 hours per two week pay period, plus 80 hours of overtime per
 15 year."

16 2. For the period of July 1, 2013 through June 30, 2014 Subsection E-2 of the
 17 Agreement is amended to read as follows:

18 "E-2. The cost of regular services, equipment and supplies provided by COUNTY,
 19 for the period July 1, 2013 through June 30, 2014 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel	
• One (1) Lead Forensic Specialist	\$ 148,958
• Lead Forensic Specialist Overtime – (80 hours)	\$ 5,091
• One (1) Senior Forensic Specialist	\$ 154,804
• One (1) Forensic Specialist	<u>\$ 111,336</u>
TOTAL COST	<u>\$ 420,189</u>

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1 3. Effective July 1, 2013 Subsection E-3 of the Agreement is amended to read as
2 follows:

3 "E-3. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the cost for
4 services referenced in paragraph E-2 of this Agreement.

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

14 4. For the period July 1, 2013 to June 30, 2014, Subsection E-7 of the Agreement is
15 amended to read as follows:

16 "E-7. At the time this Amendment is executed, there are unresolved issues
17 pertaining to potential increases or decreases in salaries and benefits for
18 COUNTY employees. The cost of such potential increases or decreases are
19 not included in the Fiscal Year 2013-14 costs set forth in Subsection E-2 of
20 this Agreement. If COUNTY incurs or becomes obligated to pay for any
21 such increases for or on account of personnel whose costs are included in
22 the calculations of costs charged to CITY hereunder, CITY shall pay
23 COUNTY, in addition to the cost of service set forth in Subsection E-2 of this
24 Agreement, the full costs of said increases to the extent such increases are
25 attributable to work performed by such personnel after July 1, 2013, and
26 CITY's cost of service hereunder shall be deemed to have increased
27 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
28 basis over the portion of the period between July 1, 2013 and June 30, 2014

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IN WITNESS WHEREOF, the parties have executed the **SECOND AMENDMENT TO AGREEMENT** in the County of Orange, State of California.

DATED: _____
CITY OF GARDEN GROVE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: *[Signature]*
City Attorney

BY: _____
Chief of Police

DATED: _____

COUNTY OF ORANGE

BY: _____
Sheriff-Coroner

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

BY: *Nicole Adams*
Deputy

DATED: 5/21/13