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

THIS AGREEMENT is entered into this ~~Fifteenth~~First day of April 2021~~16~~, 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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Attachment A: County Billing Policy

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1,
3 20~~21~~¹⁶ and terminating June 30, 20~~26~~¹⁴ unless earlier terminated by either party
4 in the 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 Subsections s 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) Lead Forensic Specialist - This~~se~~^{is} Lead Forensic Specialist will be
27 a dedicated position, assigned to CITY's Police Department casework on
28

1 a full-time basis to conduct fingerprint examinations, automated
2 Fingerprint

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

4 Identification System ~~tenprint and~~ latent fingerprint entry, provide training
5 for new officers, biannual training to Patrol personnel and Community
6 Services OfficersSO's, liaison between the SHERIFF and CITY, maintain
7 the DNA and CSI supplies for staff, -and any other tasks and projects that
8 support the operation of CITY. Verification of casework will be completed
9 by a Latent Comparison Section Lead Forensic Specialist or higher at the
10 SHERIFF's ~~OC Crime LabBrad Gates Forensic Science Center.~~ ~~The~~
11 ~~Lead Forensic Specialist may respond to major crime scenes while on~~
12 ~~duty to provide crime scene investigation services.~~ Office hours will be
13 eight hours per day Monday through Friday, with 4 days per week served
14 at CITY's Police Department facility and 1 day per week served at the
15 SHERIFF's Brad Gates Forensic Science Center, unless a different work
16 schedule is requested by CITY and approved by SHERIFF. "Assignment
17 on a full time basis" means that the assigned COUNTY employee will
18 devote 80 hours per two-week pay period, less paid holidays, vacation,
19 sick leave and other types of short-time paid leave available to said
20 employee pursuant to applicable COUNTY personnel policy, providing
21 services pursuant to this Agreement. If the assigned COUNTY employee
22 takes vacation or other leave for a period in excess of 10 successive
23 working days, SHERIFF shall assign another employee of similar rank
24 and skill level to perform services hereunder for the remainder of the
25 assigned employee's extended leave.

26 b. One (1) Forensic Scientist III - The Forensic Scientist III position will be
27 assigned to CITY's casework but will work at the SHERIFF's ~~OC Crime~~
28 ~~LabBrad Gates Forensic Science Center.~~ This aggregate position will be

1 filled by more than one COUNTY employee and will provide coverage
2 during normal business hours from approximately 8:00 a.m. to 5 p.m. for
3 CITY DNA casework analysis. This aggregate position will provide
4 services for an average of 80 hours per two week pay period less County
5 holidays.

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

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

20 d. SHERIFF will provide on-call services for crime scene investigations of
21 major crimes from 1:30 a.m. to 6:00 a.m. These services may be
22 performed by the Lead Forensic Specialist position or any of the position
23 classifications authorized by this agreement, as assigned by the
24 SHERIFF.

25 e. SHERIFF provided services may include overtime, projected at 140
26 hours per year, with a projected maximum obligation of ~~\$9,422~~12,791.
27 CITY will be charged at actual rates based upon position classification
28 working overtime.

1 4. Supplies and Digital Imaging~~Film Processing~~

2 a. COUNTY will provide supplies needed for crime scene investigations
3 conducted by SHERIFF.

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

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

11 **D. DUTIES OF CITY:**

12 1. CITY shall provide (a) a safe, clean, adequate work space at its Police
13 facility for COUNTY's Lead Forensic Specialist assigned pursuant to this
14 Agreement, and (b) any equipment and supplies not specified herein that
15 said Lead Forensic Specialist needs to provide services hereunder.

16 2. CITY and its police personnel shall cooperate with and appropriately assist
17 SHERIFF personnel providing services pursuant to this Agreement, so as to
18 further the Parties' shared goal of ensuring that investigations of major
19 crimes committed in CITY are conducted accurately, efficiently and in a
20 timely fashion, in accordance with the highest professional standards.

21 **E. PAYMENT:**

22 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
23 COUNTY the costs of the services, equipment and supplies provided by
24 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
25 benefits, mileage, services, supplies, equipment, and divisional, department
26 and COUNTY Overhead.

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1 2. The cost of regular services, equipment and supplies provided by COUNTY
 2 for the period from July 1, 20~~21~~¹⁶ through June 30, 20~~22~~¹⁷ shall be as
 3 follows:

SERVICE**COST OF SERVICE****Personnel Costs:**

- | | |
|-------------------------------------------------------------------------------|--------------------------------------------|
| 6 • Two ^{One} (2 1) Lead Forensic Specialists | \$151,005 ^{\$371,2018} |
| 7 • One (1) Forensic Scientist III | \$195,885 ^{\$249,971} |
| 8 • One (1) Forensic Specialist | \$ 110,184 |
| 9 • Aggregate Overtime | \$9,422 ^{\$12,791} |

E. PAYMENT: (Continued)**TOTAL COST****~~\$466,496~~^{\$633,970}**

12 3. COUNTY shall invoice CITY monthly. During the period July 1, 20~~21~~¹⁶
 13 through June 30, 20~~22~~¹⁷, said invoices will require payment by City of one-
 14 twelfth (1/12) of the cost for services referenced in paragraph E-2 of this
 15 Agreement.

16 The overtime hours included in the Agreement are only an estimate.
 17 SHERIFF shall notify CITY of actual overtime worked during each fiscal
 18 year. If actual overtime worked is less than the budgeted amount, SHERIFF
 19 shall provide a credit to the CITY. Prior to working overtime which will
 20 exceed the annual budget, SHERIFF shall advise CITY of anticipated hours
 21 over budget and receive CITY's concurrence to pay additional cost. CHIEF
 22 OF POLICE for CITY is authorized to provide concurrence to pay for the
 23 increased amount for overtime at the same overtime billing rate in effect at
 24 the time the hours were worked.

25 4a. ~~By April 15, 2017, 2018, 2019, and 2020, Each fiscal year,~~ SHERIFF
 26 shall submit to CITY, in writing, a recommended level of service and an
 27 estimate of the costs to COUNTY of providing said services to CITY in
 28 the following fiscal year. Said estimate shall reflect the full anticipated

1 costs to COUNTY of providing said services, equipment and supplies
2 and shall be computed by SHERIFF in accordance with current
3 COUNTY cost data. Within thirty days after receipt of said cost estimate,
4 CITY shall transmit to SHERIFF its written acceptance or rejection of
5 said estimates. CITY's Chief of Police is hereby authorized to determine
6 whether to accept or reject said cost estimates.

7 b. If CITY accepts said cost estimate, then SHERIFF or ~~her~~ designee, on
8 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
9 authorized to execute a written amendment to this Agreement reflecting
10 the service level and CITY's obligation to pay said cost for the ensuing
11 fiscal

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

13 year. Said amendment shall not change other terms and conditions of this
14 Agreement, except the service level and cost, unless first approved by
15 COUNTY's Board of Supervisors and CITY's Council. SHERIFF and
16 CITY's Chief of Police shall cause originals of any amendments to this
17 Agreement that are executed to be filed with COUNTY's Clerk of the
18 Board of Supervisors and CITY's Clerk immediately upon execution.

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

1 prior fiscal year. The full cost of such services may exceed the cost of
2 similar services provided in the prior fiscal year.

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

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

8 7. At the time this is executed, there ~~may be~~ unresolved issues pertaining to
9 potential increases or decreases in salaries and benefits for COUNTY
10 employees. The cost of such potential increases or decreases are not
11 included in the Fiscal Year ~~20216-2217~~ costs set forth in Subsection E-2 of
12 this Agreement. If COUNTY incurs or becomes obligated to pay for any
13 such

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

15 increases for or on account of personnel whose costs are included in the
16 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
17 in addition to the cost of service set forth in Subsection E-2 of this
18 Agreement, the full costs of said increases to the extent such increases are
19 attributable to work performed by such personnel after July 1, ~~20216~~, and
20 CITY's cost of service hereunder shall be deemed to have increased
21 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
22 basis over the portion of the period between July 1, ~~20216~~ and June 30,
23 ~~202217~~ remaining after COUNTY notifies CITY that increases are payable.

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

28 **F. NOTICES:**

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

CITY: INVESTIGATIONS COMMANDER
GARDEN GROVE POLICE DEPARTMENT
11301 ACACIA PARKWAY
GARDEN GROVE, CA 92840-5310

COUNTY: DIRECTOR
ORANGE COUNTY CRIME LABORATORY
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET
SANTA ANA, CA 92703

F. NOTICES: (Continued)

LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
320 NORTH FLOWER STREET
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.

G. STATUS OF COUNTY:

COUNTY is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. Nothing herein contained shall be construed as creating the

1 relationship of employer, or principal and agent, between COUNTY and any of
 2 CITY's agents or employees. COUNTY and its SHERIFF shall retain all
 3 authority for rendition of services, standards of performance, control of
 4 personnel, and other matters incident to the performance of services by
 5 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,
 6 shall not be entitled to any rights or privileges of CITY employees and shall not
 7 be considered in any manner to be CITY employees. CITY, its agents and
 8 employees shall not be entitled to any rights or privileges of COUNTY
 9 employees and shall not be considered in any manner to be COUNTY
 10 employees.

11 //
 12 //
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16 **H. STATE AUDIT:**

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

24 **I. ALTERATION OF TERMS:**

25 This Agreement fully expresses all understanding of CITY and COUNTY with
 26 respect to this subject matter of this Agreement, and shall constitute the total
 27 Agreement between the parties for these purposes. No addition to, or
 28

1 alteration of, the terms of this Agreement shall be valid unless made in writing,
2 formally approved and executed by duly authorized agents of both parties.

3 **J. INDEMNIFICATION:**

4 1. COUNTY, its elected and appointed officials, officers, employees, agents,
5 subcontractors, independent contractors and those special districts and
6 agencies for which COUNTY's Board of Supervisors acts as the governing
7 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed
8 any liability for the negligence or any other act or omission of CITY or any of
9 its officers, agents, employees, subcontractors or independent contractors,
10 or for any dangerous or defective condition of any public street or work or
11 property of CITY, or for any illegality or unconstitutionality of state statutes or
12 CITY's municipal ordinances. CITY agrees to indemnify, defend with
13 counsel approved in writing by COUNTY, and hold all COUNTY
14 INDEMNITEES harmless from any claims, demands or liability of any kind or
15 nature, including but not limited to personal injury or property damage,
16 arising from or related to the services, products or other performance

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

18 provided by City and including those based or asserted upon the condition of
19 any public street or work or property of CITY, or upon the illegality or
20 unconstitutionality of any state statute or municipal ordinance of CITY of
21 which SHERIFF has investigated an alleged or actual violation, or upon any
22 act or omission of CITY, its officers, agents, employees, subcontractors and
23 independent contractors related to this Agreement. If judgment is entered
24 against CITY and COUNTY by a court of competent jurisdiction because of
25 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
26 CITY and COUNTY agree that liability will be apportioned as determined by
27 the court. Neither party shall request a jury apportionment.

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

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DATED: _____

BY: _____

Chairwoman of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this
~~Document Agreement~~ has been delivered to the ~~Clerk Chair~~
of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

Robin Stieler
Clerk of the Board ~~of Supervisors~~
County of Orange, California

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

BY: _____
Deputy

DATED: _____