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

THIS AGREEMENT is entered into this ~~F~~ifteenth day of April ~~2014~~2016, 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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TABLE OF CONTENTS

	<u>SECTION</u>	<u>PAGE</u>
A.	Term	3
B.	Optional Termination	3
C.	<u>Regular</u> Services by COUNTY	3
D.	Duties of CITY	6
E.	Payment	6
F.	Notices	8
G.	Status of COUNTY	9
H.	State Audit	9
I.	Alteration of Terms	10
J.	Indemnification	10
	Signature Page	12

Attachment A: County Billing Policy

1 //

2 **A. TERM:**

3 The term of this Agreement shall be for five (5) years, commencing July 1, ~~2014~~
4 2016 and terminating June 30, ~~2016-2021~~ unless earlier terminated by either
5 party in the manner set forth herein.

6 **B. OPTIONAL TERMINATION:**

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

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

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

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

26 ~~3. SHERIFF shall provide CITY with services as follows:~~

27

28

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

4 ~~C. **REGULAR SERVICES BY COUNTY:** (Continued)~~

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

28

1 ~~aggregate position will provide services for an average of 80 hours per~~
2 ~~two week pay period, plus 140 hours of overtime per year.~~

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5 **C. ~~REGULAR SERVICES BY COUNTY:~~ (Continued)**

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

9 ~~One (1) Forensic Specialist position will be assigned to CITY's casework but will~~
10 ~~work at the SHERIFF's Brad Gates Forensic Science Center. This aggregate~~
11 ~~position will be filled by more than one COUNTY employee and will provide~~
12 ~~coverage from 6:00 a.m. to 1:30 a.m., seven days a week, for crime scene~~
13 ~~investigation and evidence gathering services provided by the Identification Bureau~~
14 ~~on major crimes. This aggregate position will also provide sequential chemical~~
15 ~~processing of evidence items for latent fingerprints, provide supplemental latent~~
16 ~~fingerprint processing services, provide assistance to the Senior and Lead~~
17 ~~Forensic 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 3. For the period July 1, 2016 through June 30, 2017, SHERIFF shall provide
21 CITY with services as follows:

22 a. One (1) Lead Forensic Specialist - The Lead Forensic Specialist will be a
23 dedicated position, assigned to CITY's Police Department casework on a
24 full-time basis to conduct fingerprint examinations, automated Fingerprint
25 Identification System tenprint and latent fingerprint entry and tasks and
26 projects that support the operation of CITY. The Lead Forensic
27 Specialist may respond to major crime scenes while on duty to provide
28 crime scene investigation services. Office hours will be eight hours per

1 day Monday through Friday, with 4 days per week served at CITY's
2 Police Department facility and 1 day per week served at the SHERIFF's
3 Brad Gates Forensic Science Center, unless a different work schedule is
4 requested by CITY and approved by SHERIFF. "Assignment on a full
5 time basis" means that the assigned COUNTY employee will devote 80
6 hours per two-week pay period, less paid holidays, vacation, sick leave
7 and other types of short-time paid leave available to said employee
8 pursuant to applicable COUNTY personnel policy, providing services
9 pursuant to this Agreement. If the assigned COUNTY employee takes
10 vacation or other leave for a period in excess of 10 successive working
11 days, SHERIFF shall assign another employee of similar rank and skill
12 level to perform services hereunder for the remainder of the assigned
13 employee's extended leave.

14 b. One (1) Forensic Scientist III -The Forensic Scientist III position will be
15 assigned to CITY's casework but will work at the SHERIFF's Brad Gates
16 Forensic Science Center. This aggregate position- will-be filled by more
17 than one COUNTY employee and will provide coverage during
18 normal^[YLK1] business hours from approximately 8:00 a.m. to 5 p.m. for
19 CITY DNA casework analysis.- This aggregate position will provide
20 services for an average of 80 hours per two week pay period less
21 COUNTY holidays.

22 c. One (1) Forensic Specialist -The Forensic Specialist position will be
23 assigned to CITY's casework but will work at the SHERIFF's Brad Gates
24 Forensic Science Center. This aggregate position will be filled by more
25 than one COUNTY employee and will provide coverage from 6:00 a.m. to
26 1:30 a.m., seven days a week, for crime scene investigation and
27 evidence gathering services provided by the Identification Bureau on
28 major crimes. This aggregate position will also provide sequential

1 chemical processing of evidence items for latent fingerprints, provide
2 supplemental latent fingerprint processing services, provide assistance to
3 the Lead Forensic Specialist(s) in processing major crime scenes,
4 process digital media submitted by Garden Grove Police Department,
5 print proof sheets, print enlargements and create CD's of photographs
6 upon request.

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

12 e. SHERIFF provided services may include overtime, projected at 140
13 hours per year, with a projected maximum obligation of \$8,8709,422.
14 CITY will be charged at actual rates based upon position classification
15 working overtime.”

16 **4. Supplies and Film Processing**

17 a. COUNTY will provide supplies needed for crime scene investigations
18 conducted by SHERIFF.

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

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

26 **D. DUTIES OF CITY:**

27 1. CITY shall provide (a) a safe, clean, adequate work space at its Police
28 facility for COUNTY's Senior Lead Forensic Specialist assigned pursuant to

1 this Agreement, and (b) any equipment and supplies not specified herein
 2 that said ~~Senior Lead~~ Forensic Specialist needs to provide services
 3 hereunder.

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

9 **E. PAYMENT:**

- 10 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 11 COUNTY the costs of the services, equipment and supplies provided by
 12 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
 13 benefits, mileage, services, supplies, equipment, and divisional, department
 14 and COUNTY Overhead.
 15 2. The cost of regular services, equipment and supplies provided by COUNTY
 16 for the period from July 1, ~~2011-2016~~ through June 30, ~~2012-2017~~ shall be
 17 as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel <u>Costs</u>:	
• One (1) Lead Forensic Specialist	\$ 438,752 <u>151,005</u>
• <u>One (1) Forensic Scientist III</u>	<u>\$194,564</u> 195,885
• Lead Forensic Specialist Overtime (140 hours)	\$ 10,763
• One (1) Senior Forensic Specialist	\$ 144,488
• <u>One (1) Forensic Specialist</u>	<u>\$107,510</u> 110,184
• <u>Aggregate Overtime</u> 140 hours	<u>\$8,870</u> 9,422
TOTAL COST	\$ <u>401,513</u>xx466,496

- 27 3. ~~For the period from July 1, 2011-2016 to June 30, 2012-2017~~ COUNTY shall
 28 invoice CITY monthly. During the period July 1, 2016 through June 30,

1 2017, said invoices will require payment by City of -one-twelfth (1/12) of the
2 cost for services referenced in paragraph E-2 of this Agreement.

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

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

13 4a. By April 15, ~~2012~~2017, ~~2013~~2018, ~~2014~~2019, and ~~2015~~2020, SHERIFF
14 shall submit to CITY, in writing, a recommended level of service and an
15 estimate of the costs to COUNTY of providing said services to CITY in the
16 following fiscal year. Said estimate shall reflect the full anticipated costs to
17 COUNTY of providing said services, equipment and supplies and shall be
18 computed by SHERIFF in accordance with current COUNTY cost data.
19 Within thirty days after receipt of said cost estimate, CITY shall transmit to
20 SHERIFF its written acceptance or rejection of said estimates. CITY's Chief
21 of Police is hereby authorized to determine whether to accept or reject said
22 cost estimates.

23 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on
24 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
25 authorized to execute a written amendment to this Agreement reflecting the
26 service level and CITY's obligation to pay said cost for the ensuing fiscal
27 year. Said amendment shall not change other terms and conditions of this
28 Agreement, except the service level and cost, unless first approved by

1 COUNTY's Board of Supervisors and CITY's Council. SHERIFF and CITY's
2 Chief of Police shall cause originals of any amendments to this Agreement
3 that are executed to be filed with COUNTY's Clerk of the Board of
4 Supervisors and CITY's Clerk immediately upon execution.

- 5 c. If the Parties are unable to agree by June 30 of any fiscal year on the level
6 of service to be provided by COUNTY to CITY or on the amount to be paid
7 by CITY for services to be provided by COUNTY for the following fiscal year,
8 this Agreement will terminate as of September 30 of the following fiscal
9 year. The period of July 1 through September 30, if applicable, provides the
10 Parties up to the date of termination on September 30 to continue contract
11 negotiations. During said period of continuing negotiations July 1 through
12 September 30, COUNTY will provide the level of service provided in the

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

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

- 17 5. CITY shall pay COUNTY in accordance with COUNTY Board of
18 Supervisors' approved County Billing Policy, which is attached hereto as
19 Attachment A, and incorporated herein by this reference.
- 20 6. COUNTY shall charge CITY late payment penalties in accordance with
21 COUNTY Board of Supervisors' approved County Billing Policy.

22 7. At the time this is executed, there are unresolved issues pertaining to
23 potential increases or decreases in salaries and benefits for COUNTY
24 employees. The cost of such potential increases or decreases are not
25 included in the Fiscal Year 2016-17 costs set forth in Subsection E-2 of this
26 Agreement. If COUNTY incurs or becomes obligated to pay for any such
27 increases for or on account of personnel whose costs are included in the
28 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,

1 in addition to the cost of service set forth in Subsection E-2 of this
 2 Agreement, the full costs of said increases to the extent such increases are
 3 attributable to work performed by such personnel after July 1, 2016, and
 4 CITY's cost of service hereunder shall be deemed to have increased
 5 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
 6 basis over the portion of the period between July 1, 2016 and June 30, 2017
 7 remaining after COUNTY notifies CITY that increases are payable.

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

12 **F. NOTICES:**

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

17
 18 **CITY:** INVESTIGATIONS COMMANDER
 19 GARDEN GROVE POLICE DEPARTMENT
 20 11301 ACACIA PARKWAY
 21 GARDEN GROVE, CA 92840-5310

22 **COUNTY:** DIRECTOR
 23 ORANGE COUNTY CRIME LABORATORY
 24 SHERIFF-CORONER DEPARTMENT
 25 320 NORTH FLOWER STREET
 26 SANTA ANA, CA 92703

27 **LAW ENFORCEMENT** CONTRACT MANAGER
 28 SHERIFF-CORONER DEPARTMENT
 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
 320 NORTH FLOWER STREET
 SANTA ANA, CA 92703

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

4 **G. STATUS OF COUNTY:**

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

21 **H. STATE AUDIT:**

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

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

8
9 **J. INDEMNIFICATION_[LLM2]:**

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

1 against CITY and COUNTY by a court of competent jurisdiction because of
2 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,

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

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

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

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4 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
5 in the County of Orange, State of California.

6

DATED: _____
CITY OF GARDEN GROVE

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ATTEST: _____
City Clerk

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BY: _____
Mayor

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12

APPROVED AS TO FORM:

13

BY: _____
City Attorney

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DATED: _____
~~COUNTY OF ORANGE~~

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BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

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

22

23

Attest:

24

~~Darlene J. Bloom~~ Robin Stieler

25

26

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

27

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

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BY: _____
Deputy

DATED: _____

DRAFT