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

THIS AGREEMENT is entered into this ~~Twentieth-First~~ day of ~~April~~~~March~~, 2022~~19~~, which date is enumerated for purposes of reference only, by and between the CITY OF ORANGE, 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 fingerprint examiner and related services for major crimes; 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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1 **A. TERM:**

2 The term of this Agreement shall be for three (3) years, commencing July 1,
3 20~~22~~19 and terminating June 30, 202~~5~~2 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 (90)
7 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 fingerprint examination and
11 related services for criminal investigations as provided in Subsection C-2 and
12 C-3 below. Criminal investigations include, but may not be limited to,
13 homicide, aggravated assault, sexual assault, property crimes, etc. and the
14 services provided by COUNTY pursuant to this Agreement shall be limited to
15 fingerprint examination and related services for said crimes committed within
16 the city limits of CITY. COUNTY shall provide the services described herein
17 for such crimes when requested by CITY's designated police staff, to the
18 extent that requested services reasonably can be provided by the SHERIFF
19 personnel assigned to provide services hereunder within the working hours
20 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 fingerprint examination and related services
25 provided pursuant to this Agreement.

26 //

27 //

28 //

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

2 3. SHERIFF shall provide CITY with services as follows:

3 a. One (1) Lead Forensic Specialist –The Lead Forensic Specialist will be a
4 dedicated position, assigned to CITY’s Police Department casework on a
5 full-time basis to conduct fingerprint examinations, automated Fingerprint
6 Identification System tenprint and latent fingerprint entry and related
7 services that support the operation of CITY. Office hours will be eight
8 hours per day Monday through Friday, served at the SHERIFF’s Brad
9 Gates Forensic Science Center, unless a different work schedule is
10 requested by CITY and approved by SHERIFF. “Assignment on a full time
11 basis” means that the assigned COUNTY employee will devote 80 hours
12 per two-week pay period, less paid holidays, vacation, sick leave and other
13 types of short-time paid leave available to said employee pursuant to
14 applicable 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 shall
17 assign another employee of similar rank and skill level to perform services
18 hereunder for the remainder of the assigned employee’s extended leave.

19 4. Supplies and Processing

20 a. COUNTY will provide supplies needed for fingerprint examination and
21 related services conducted by SHERIFF.

22 Included in the supplies to be provided by COUNTY will be digital media
23 submitted by SHERIFF to the SHERIFF’s photo lab, in conformance with
24 existing SHERIFF’s policies.

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

1 **D. DUTIES OF CITY:**

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

7 **E. PAYMENT:**

- 8 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 9 COUNTY the costs of the services, equipment and supplies provided by
 10 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
 11 benefits, mileage, services, supplies, equipment, and divisional, department
 12 and COUNTY Overhead.
- 13 2. The cost of regular services, equipment and supplies provided by COUNTY
 14 for the period from July 1, 2022~~19~~ through June 30, 2023~~0~~ shall be as follows:

15 **SERVICE**

COST OF SERVICE

16 **Personnel Costs:**

- 17 • One (1) Lead Forensic Specialist

\$1~~9844,614~~079

18 **TOTAL COST**

\$198,614~~144,079~~

- 19 3. COUNTY shall invoice CITY monthly. During the period July 1, 2022~~19~~
 20 through June 30, 2023~~0~~ said invoices will require payment by City of one-
 21 twelfth (1/12) of the cost for services referenced in paragraph E-2 of this
 22 Agreement.
- 23 4. a. ~~By April 15, 2020, and 2021, Each fiscal year,~~ SHERIFF shall submit to
 24 CITY, in writing, a recommended level of service and an estimate of the
 25 costs to COUNTY of providing said services to CITY in the following fiscal
 26 year. Said estimate shall reflect the full anticipated costs to COUNTY of
 27 providing said services, equipment and supplies and shall be computed
 28 by SHERIFF In accordance with current COUNTY cost data. Within thirty

1 days after receipt of said cost estimate, CITY shall transmit to SHERIFF
2 its written

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

4 acceptance or rejection of said estimates. CITY's Chief of Police is hereby
5 authorized to determine whether to accept or reject said cost estimates.

6 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on
7 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
8 authorized to execute a written amendment to this Agreement reflecting
9 the service level and CITY's obligation to pay said cost for the ensuing
10 fiscal year. Said amendment shall not change other terms and conditions
11 of this Agreement, except the service level and cost, unless first approved
12 by COUNTY's Board of Supervisors and CITY's Council. SHERIFF and
13 CITY's Chief of Police shall cause originals of any amendments to this
14 Agreement that are executed to be filed with COUNTY's Clerk of the Board
15 of Supervisors and CITY's Clerk immediately upon execution.

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

28

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

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

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

7 7. The cost of potential future salary and benefit increases or decreases are not
8 included in the costs set forth in Subsection E-2 of this Agreement. If COUNTY
9 incurs or becomes obligated to pay for any such increases for or on account
10 of personnel whose costs are included in the calculations of costs charged to
11 CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service
12 set forth in Subsection E-2 of this Agreement, the full costs of said increases
13 to the extent such increases are attributable to work performed by such
14 personnel after July 1, 20~~22~~19, and CITY's cost of service hereunder shall be
15 deemed to have increased accordingly. CITY shall pay COUNTY in full for
16 such increases on a pro-rata basis over the portion of the period between
17 July 1, 20~~22~~19 and June 30, 2023~~0~~ remaining after COUNTY notifies CITY
18 that increases are payable.

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

23 **F. NOTICES:**

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

28 **CITY:** LIEUTENANT - ADMINISTRATION

ORANGE POLICE DEPARTMENT
300 E. CHAPMAN AVE.
ORANGE, CA 92866

F. NOTICES: (Continued)

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

LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
320 NORTH FLOWER STREET, SUITE 108
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 relationship of employer, or principal and agent, between COUNTY and any of CITY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters

1 incident to the performance of services by COUNTY pursuant to this Agreement.
2 COUNTY, its agents and employees, shall not be entitled to any rights or

3 **G. STATUS OF COUNTY:** (Continued)

4 privileges of CITY employees and shall not be considered in any manner to be
5 CITY employees. CITY, its agents and employees shall not be entitled to any
6 rights or privileges of COUNTY employees and shall not be considered in any
7 manner to be COUNTY employees.

8 **H. STATE AUDIT:**

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

16 **I. ALTERATION OF TERMS:**

17 This Agreement fully expresses all understanding of CITY and COUNTY with
18 respect to this subject matter of this Agreement, and shall constitute the total
19 Agreement between the parties for these purposes. No addition to, or alteration
20 of, the terms of this Agreement shall be valid unless made in writing, formally
21 approved and executed by duly authorized agents of both parties.

22 **J. INDEMNIFICATION:**

23 1. COUNTY, its elected and appointed officials, officers, employees, agents,
24 subcontractors, independent contractors and those special districts and
25 agencies for which COUNTY's Board of Supervisors acts as the governing
26 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed any
27 liability for the negligence or any other act or omission of CITY or any of its
28 officers, agents, employees, subcontractors or independent contractors, or for

1 any dangerous or defective condition of any public street or work or property
2 of CITY, or for any illegality or unconstitutionality of state statutes or CITY's

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

4 municipal ordinances. CITY agrees to indemnify, defend with counsel
5 approved in writing by COUNTY, and hold all COUNTY INDEMNITEES
6 harmless from any claims, demands or liability of any kind or nature, including
7 but not limited to personal injury or property damage, arising from or related
8 to the services, products or other performance provided by City and including
9 those based or asserted upon the condition of any public street or work or
10 property of CITY, or upon the illegality or unconstitutionality of any state statute
11 or municipal ordinance of CITY of which SHERIFF has investigated an alleged
12 or actual violation, or upon any act or omission of CITY, its officers, agents,
13 employees, subcontractors and independent contractors related to this
14 Agreement. If judgment is entered against CITY and COUNTY by a court of
15 competent jurisdiction because of the concurrent active negligence of
16 COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability
17 will be apportioned as determined by the court. Neither party shall request a
18 jury apportionment.

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

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

3
4 DATED: _____
CITY OF ORANGE

5 ATTEST: _____
City Clerk

6
7 BY: _____
Mayor

8 APPROVED AS TO FORM:

9 BY: _____
City Attorney

10
11 -----
12 DATED: _____

13
14 BY: _____
Chairwoman of the Board of Supervisors
15 County of Orange, California

16
17 Signed and certified that a copy of this
18 Document has been delivered to the Chair
19 of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

20 _____
Robin Stieler
21 Clerk of the Board of Supervisors
22 County of Orange, California

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

24
25 BY: _____
Deputy

26
27
28 DATED: _____