

CONTRACT
 With
 City of Garden Grove
 For
 Enhanced Forensic Services

This Contract for Enhanced Forensic Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of Garden Grove, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Payment Provisions

RECITALS

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, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2031 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon ninety (90) days written notice to the other Party.

If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.

- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.

- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.
- G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. 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. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.

H. **Indemnification:**

County, its elected and appointed officials, officers, employees, agents, subcontractors, independent contractors and those special districts and agencies for which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) shall not be deemed to have assumed any liability for the negligence or any other act or omission of City or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of City, or for any illegality or unconstitutionality of state statutes or City’s municipal ordinances. City agrees to indemnify, defend with counsel approved in writing by County, and hold all County Indemnitees 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 City and including those based or asserted upon the condition of any public street or work or property of City, or upon the illegality or unconstitutionality of any state statute or municipal ordinance of City of which Sheriff has investigated an alleged or actual violation, or upon any act or omission of City, its officers, agents, employees, subcontractors and independent contractors related to this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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.

- I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.
- J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract 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: ORANGE COUNTY CRIME LABORATORY – DIRECTOR
SHERIFF-CORONER DEPARTMENT
320 N FLOWER STREET
SANTA ANA, CA 92703

ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

-Signature Page to Follow-

ATTACHMENT A**SCOPE OF WORK****A. REGULAR SERVICES BY COUNTY:**

1. Sheriff shall render to City enhanced major crime scene investigation services as hereinafter provided for crimes committed within the City's boundaries. Major crimes generally include, but may not be limited to, homicide, aggravated assault, and rape. County shall provide the services when requested by City's designated police staff, to the extent that requested services reasonably can be provided by the Sheriff personnel assigned to provide services hereunder within the working hours specified herein.
2. The staffing, supervision, management, training, services, supplies and equipment necessary to deliver services as provided to this Agreement will be established by Sheriff. Services will include court testimony by assigned Sheriff staff pertaining to the investigation services provided pursuant to this Agreement.
3. Sheriff shall provide City with services as follows:
 - a) **One (1) Lead Forensic Specialist.** This Lead Forensic Specialist will be a dedicated position, assigned to City's Police Department casework on a full-time basis to conduct fingerprint examinations, automate Fingerprint, Identification System latent fingerprint entry, provide training for new officers, biannual training to Patrol personnel and Community Services Officers, liaison between the Sheriff and City, maintain the DNA and CSI supplies for staff, and any other similar tasks and projects that support the operation of City. Verification of casework will be completed by a Latent Comparison Section Lead Forensic Specialist or higher at the Sheriff's OC Crime Lab. Office hours will be eight hours per day Monday through Friday, with 4 days per week served at City's Police Department facility and 1 day per week served at the Sheriff's OC Crime Lab, unless a different work schedule is requested by City and approved by Sheriff. "Assignment on a full-time basis" means that the assigned County employee will devote 80 hours per two-week pay period, less paid holidays, vacation, sick leave and other types of short-time paid leave available to said employee pursuant to applicable County personnel policy, providing services pursuant to this Agreement. If the assigned County employee takes vacation or other leave for a period in excess of 10 successive working days, Sheriff shall assign another employee of similar rank and skill level to perform services hereunder for the remainder of the assigned employee's extended leave.
 - b) **One (1) Forensic Scientist III** - The Forensic Scientist III position will be assigned to City's casework but will work at the Sheriff's OC Crime Lab. This aggregate position will be filled by more than one County employee and will provide coverage during normal business hours from approximately 8:00 a.m. to 5 p.m. for City DNA casework analysis. This aggregate position will provide services for an average of 80 hours per two-week pay period less County holidays.
 - c) **One (1) Lead Forensic Specialist** – This Lead Forensic Specialist position will be assigned to City's casework but will work at the Sheriff's OC Crime Lab. This aggregate position will be filled by more than one County employee and will provide coverage from 6:00 a.m. to 1:30 a.m., seven days a week, for crime scene investigation and evidence gathering services provided by the Identification Bureau on major crimes. This aggregate position will also provide sequential chemical processing of evidence items for latent fingerprints, provide supplemental latent fingerprint processing services, provide assistance to the other Lead Forensic Specialist(s) in processing major crime scenes, print proof sheets, print enlargements and create CD's of photographs upon request.
4. Sheriff will provide on-call services for crime scene investigations of major crimes from 1:30 a.m. to 6:00 a.m. These services may be performed by the Lead Forensic Specialist position or any of the position classifications authorized by this agreement, as established by the Sheriff.
5. Sheriff provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$15,209. City will be charged at actual rates based upon position classification working overtime.

6. Supplies and Digital Imaging. County shall provide supplies needed for crime scene investigations conducted by Sheriff. Included in the supplies to be provided by County will be digital media submitted by Sheriff to the Sheriff's photo lab, in conformance with existing Sheriff's policies. Digital media supplies for cases investigated by City personnel is not included in the services and supplies to be provided by County pursuant to this Agreement, but may be provided, at the option of the Sheriff, upon payment by City of the full additional costs thereof.

B. DUTIES OF CITY

1. In consideration of the promises contained herein, City hereby grants rent-free use of office space, office furniture, and office equipment and supplies, not otherwise specified herein, at its Police facility or other City building for the provision of services under this Contract.
2. City and its police personnel shall cooperate with and appropriately assist Sheriff personnel providing services pursuant to this Agreement, so as to further the Parties' shared goal of ensuring that investigations of major crimes committed in City are conducted accurately, efficiently and in a timely fashion, in accordance with the highest professional standards.

ATTACHMENT B

PAYMENT PROVISIONS

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The cost of regular services, shall be as follows:

• Two (2) Lead Forensic Specialists	\$	453,590
• One (1) Forensic Scientist III	\$	295,824
• Aggregate Overtime	\$	15,209

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$764,623 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime hours included in the Agreement are only an estimate. Sheriff shall notify City of actual overtime worked during each fiscal year. If actual overtime worked is less than the budgeted amount, Sheriff shall provide a credit to the City. Prior to working overtime which will exceed the annual budget, Sheriff shall advise City of anticipated hours over budget and receive City's concurrence to pay additional cost. Chief of Police for City is authorized to provide concurrence to pay for the increased amount for overtime at the same overtime billing rate in effect at the time the hours were worked.

2. Recommended Level of Service: Sheriff shall submit to City, in writing, a recommended level of service and an estimate of the costs to County of providing said services to City in the following fiscal year. Said estimate shall reflect the full anticipated costs to County of providing said services, equipment and supplies and shall be computed by Sheriff in accordance with current County cost data. Within thirty days after receipt of said cost estimate, City shall transmit to Sheriff its written acceptance or rejection of said estimates. City's Chief of Police is hereby authorized to determine whether to accept or reject said cost estimates.

If City accepts said cost estimate, then Sheriff or designee, on behalf of County, and City's Chief of Police, on behalf of City, are authorized to execute a written amendment to this Agreement reflecting the service level and City's obligation to pay said cost for the ensuing fiscal year. Said amendment shall not change other terms and conditions of this Agreement, except the service level and cost, unless first approved by County's Board of Supervisors and City's Council. Sheriff and City's Chief of Police shall cause originals of any amendments to this Agreement that are executed to be filed with County's Clerk of the Board of Supervisors and City's Clerk immediately upon execution.

3. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

4. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

5. **Billing Policy:** City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County. Attachment A

6. **Late Penalties:** County shall charge City late payment penalties in accordance with County Billing Policy.