

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF GARDEN GROVE
AND THE
COUNTY OF ORANGE**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this First day of May 2017, 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" to amend, effective July 1, 2017, that certain Agreement between the parties commencing on July 1, 2016, hereinafter referred to as "Agreement".

1. For the period of July 1, 2017 through June 30, 2018, Subsection E-2 of the Agreement is amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY, for the period July 1, 2017 through June 30, 2018 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel Costs:	
• One (1) Lead Forensic Specialist	\$ 163,327
• One (1) Forensic Scientist III	\$ 218,273
• One (1) Forensic Specialist	\$ 132,496
• Aggregate Overtime	\$ 11,057
TOTAL COST	<u>\$ 525,153</u>

//
//
//
//

1 //

2 2. For the period July 1, 2017 to June 30, 2018, Subsection E-2 of the Agreement is
3 amended to read as follows:

4 "E-3. COUNTY shall invoice CITY monthly. Said invoices will require
5 payment by City of one-twelfth (1/12) of the cost for services referenced in
6 paragraph E-2 of this Agreement.

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

16 3. For the period July 1, 2017 to June 30, 2018, Subsection E-7 of the Agreement
17 is amended to read as follows:

18 "E-7. At the time this Amendment is executed, there are unresolved issues
19 pertaining to potential increases or decreases in salaries and benefits for
20 COUNTY employees. The cost of such potential increases or decreases are
21 not included in the Fiscal Year 2017-18 costs set forth in Subsection E-2 of
22 this Agreement. If COUNTY incurs or becomes obligated to pay for any
23 such increases for or on account of personnel whose costs are included in
24 the calculations of costs charged to CITY hereunder, CITY shall pay
25 COUNTY, in addition to the cost of service set forth in Subsection E-2 of this
26 Agreement, the full costs of said increases to the extent such increases are
27 attributable to work performed by such personnel after July 1, 2017, and
28 CITY's cost of service hereunder shall be deemed to have increased

1 //

2 IN WITNESS WHEREOF, the parties have executed the FIRST
3 AMENDMENT TO AGREEMENT in the County of Orange, State of California.

4 DATED: _____
5

6 CITY OF GARDEN GROVE

7 ATTEST: _____
8 City Clerk

9 BY: _____
10 Mayor

11 APPROVED AS TO FORM:

12 BY: *Omar Sandoval*
13 City Attorney

14 BY: *Toussaint D. E. Jr.*
15 Chief of Police

16 DATED: _____
17

18 COUNTY OF ORANGE

19 BY: _____
20 Sheriff-Coroner

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

24 BY: *Nicole Adams*
25 Deputy

26 DATED: *4/12/17*
27