



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER
SANDRA HUTCHENS

April 25, 2018

Garden Grove Police Department
Attn: Lieutenant William Allison /Investigations Commander
11301 Acacia Parkway
Garden Grove, CA 92840-5310

Re: FY 2018-2019 Second Amendment to Five Year Agreement with the County of Orange

Dear Lieutenant Allison:

Enclosed are (3) three original sets of the Second Amendment to the Five-Year Agreement between the City of Garden Grove and the County of Orange, Sheriff-Coroner, to provide enhanced crime scene investigation and identification services.

The Amendment total cost is \$516,785 for the period of July 1, 2018 through June 30, 2019.

After you obtain the necessary signatures on each of the (3) three original Amendments, please return all (3) three signed Amendments to:

Orange County Sheriff's Department
320 N. Flower, Santa Ana, CA 92703
Attn: Luz Lopez / Financial Administrative Services – Law Enforcement Contracts.

If you have any questions, you may contact Luz Lopez, Contract Analyst at (714) 834-6025 or myself at (714) 834-6686.

A handwritten signature in blue ink that reads "Lynn Yamada".

Lynn Yamada, Contract Manager
Law Enforcement Contracts

cc: Todd Elgin, Chief of Police, GGPD
Director Bruce Houlihan, Crime Lab OCSD
Jim Gotter, Supervising Forensic Specialist

320 N. FLOWER STREET, SANTA ANA, CA 92703 (714) 834-3186

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

THIS SECOND AMENDMENT TO AGREEMENT is entered into this Twenty-Fifth day of April 2018, 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, 2018, that certain Agreement between the parties commencing on July 1, 2016, hereinafter referred to as "Agreement".

1. For the period of July 1, 2018 through June 30, 2019, 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, 2018 through June 30, 2019 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel Costs:	
• One (1) Lead Forensic Specialist	\$ 162,62
• One (1) Forensic Scientist III	\$ 214,211
• One (1) Forensic Specialist	\$ 129,351
• Aggregate Overtime	\$ 10,961
TOTAL COST	<u>\$ 516,785"</u>

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2. Effective July 1, 2018, Subsection E-2 of the Agreement is amended to read as follows:

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

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.

3. For the period July 1, 2018 to June 30, 2019, Subsection E-7 of the Agreement is amended to read as follows:

“E-7. At the time this Amendment is executed, there are unresolved issues pertaining to potential increases or decreases in salaries and benefits for COUNTY employees. The cost of such potential increases or decreases are not included in the Fiscal Year 2018-19 costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2018, and CITY’s cost of service hereunder shall be deemed to have increased

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IN WITNESS WHEREOF, the parties have executed the **SECOND AMENDMENT TO 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

BY: _____
Chief of Police

DATED: _____

COUNTY OF ORANGE

BY: _____
Sheriff-Coroner

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

BY: *Yucile A. San*
Deputy

DATED: 4/25/18