

**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 April 2022, 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, 2022, that certain Agreement between the parties commencing on July 1, 2021, hereinafter referred to as "Agreement".

1. For the period of July 1, 2022 through June 30, 2023, Subsection C-3e of the Agreement is amended to read as follows:

"C-3e. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$13,453. CITY will be charged at actual rates based upon position classification working overtime."

2. For the period of July 1, 2022 through June 30, 2023, Subsection E-2 and E-3 of the Agreement are amended to read as follows

"E-2. The cost of regular services, equipment and supplies provided by COUNTY for the period from July 1, 2022 through June 30, 2023 shall be as follows:

**SERVICE**

**COST OF SERVICE**

**Personnel Costs:**

- |                                     |            |
|-------------------------------------|------------|
| • Two (2) Lead Forensic Specialists | \$ 397,229 |
| • One (1) Forensic Scientist III    | \$ 259,837 |

• Aggregate Overtime	\$ 13,453
<b>TOTAL COST</b>	<b><u>\$ 670,519</u></b>

E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2022 through June 30, 2023, 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 of July 1, 2022 through June 30, 2023, Subsection E-7 of the Agreement is amended to read as follows:

"E-7. At the time this is executed, there may be 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 2022-23 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, 2022, and CITY's cost of service hereunder shall be deemed to have



