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

**THIS AGREEMENT** is entered into this First day of April, 2025, 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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**A. TERM:**

The term of this Agreement shall be for three (3) years, commencing July 1, 2025 and terminating June 30, 2028 unless earlier terminated by either party in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

COUNTY or CITY may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

**C. REGULAR SERVICES BY COUNTY:**

1. COUNTY, through its Sheriff-Coroner Department, hereinafter referred to as "SHERIFF", shall render to CITY enhanced fingerprint examination and related services for criminal investigations as provided in Subsection C-2 and C-3 below. Criminal investigations include, but may not be limited to, homicide, aggravated assault, sexual assault, property crimes, etc. and the services provided by COUNTY pursuant to this Agreement shall be limited to fingerprint examination and related services for said crimes committed within the city limits of CITY. COUNTY shall provide the services described herein for such crimes 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. SHERIFF shall provide all staffing, supervision, management, training, services, supplies and equipment necessary to deliver services as provided in this Agreement. Services will include court testimony by assigned SHERIFF staff pertaining to the fingerprint examination and related services provided pursuant to this Agreement.

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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, 2025 through June 30, 2028 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Personnel Costs:</b>	
• One (1) Lead Forensic Specialist	\$ 212,476
<b>TOTAL COST</b>	<u>\$ 212,476</u>

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19 3. COUNTY shall invoice CITY monthly. During the period July 1, 2025 through  
20 June 30, 2028 said invoices will require payment by City of one-twelfth (1/12)  
21 of the cost for services referenced in paragraph E-2 of this Agreement.

22 4. a. Each fiscal year, SHERIFF shall submit to CITY, in writing, a  
23 recommended level of service and an estimate of the costs to COUNTY of  
24 providing said services to CITY in the following fiscal year. Said estimate  
25 shall reflect the full anticipated costs to COUNTY of providing said  
26 services, equipment and supplies and shall be computed by SHERIFF In  
27 accordance with current COUNTY cost data. Within thirty days after  
28 receipt of said cost estimate, CITY shall transmit to SHERIFF its written

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

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

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

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

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

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

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

4 7. The cost of potential future salary and benefit increases or decreases are not  
5 included in the costs set forth in Subsection E-2 of this Agreement. If COUNTY  
6 incurs or becomes obligated to pay for any such increases for or on account  
7 of personnel whose costs are included in the calculations of costs charged to  
8 CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service  
9 set forth in Subsection E-2 of this Agreement, the full costs of said increases  
10 to the extent such increases are attributable to work performed by such  
11 personnel after July 1, 2025, and CITY's cost of service hereunder shall be  
12 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
13 such increases on a pro-rata basis over the portion of the period between  
14 July 1, 2025 and June 30, 2028 remaining after COUNTY notifies CITY that  
15 increases are payable.

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

20 **F. NOTICES:**

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

25 **CITY:** LIEUTENANT - ADMINISTRATION  
26 ORANGE POLICE DEPARTMENT  
27 300 E. CHAPMAN AVE.  
28 ORANGE, CA 92866

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**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

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

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

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

6 **H. STATE AUDIT:**

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

14 **I. ALTERATION OF TERMS:**

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

20 **J. INDEMNIFICATION:**

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

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

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

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

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

DATED: \_\_\_\_\_  
CITY OF ORANGE

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Sr. Assist. City Attorney     √

-----

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

Attest:

\_\_\_\_\_

Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

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

DocuSigned by:  
*Annie Loo*  
BY: \_\_\_\_\_  
B7726754D1E947E  
Deputy

3/31/2025  
DATED: \_\_\_\_\_