

1 **~~FOURTH~~FIFTH AMENDMENT TO AGREEMENT**

2 **BETWEEN THE**

3 **CITY OF SAN JUAN CAPISTRANO**

4 **AND THE**

5 **COUNTY OF ORANGE**

6
7 **THIS ~~FOURTH~~FIFTH AMENDMENT TO AGREEMENT** is entered into
8 this First day of May 20~~1413~~, which date is enumerated for purposes of reference
9 only, by and between the CITY OF SAN JUAN CAPISTRANO, hereinafter referred to
10 as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of
11 California, hereinafter referred to as "COUNTY", to amend, effective July 1, 20~~1413~~,
12 that certain Agreement between the parties commencing July 1, 2010, hereinafter
13 referred to as the "Agreement".

14 1. For the period July 1, 20~~1413~~, through June 30, 20~~1514~~, REGULAR SERVICES
15 BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:

16 "C-4. The level of service, other than for licensing, to be provided by COUNTY
17 for the period July 1, 20~~1413~~ through June 30, 20~~1514~~, shall be as
18 follows:

19 **Management:**

- 20 • One (1) Lieutenant

21 **Supervision:**

- 22 • Four (4) Sergeants - Patrol
23 (each 80 hours per two-week pay period)
24 • One (1) Sergeant – Administrative
25 (80 hours per two-week pay period)

26 **Investigation Services:**

- 27 • Two (2) Investigators
28 (each 80 hours per two-week pay period)

1 **Patrol/Traffic Services:**

- 2 • Fifteen (15) Deputy Sheriff IIs - Patrol
3 (each 80 hours per two-week pay period)
- 4 • One (1) Deputy Sheriff II – Special Enforcement
5 (80 hours per two-week pay period)
- 6 • Two (2) Deputy Sheriff IIs - Motorcycle
7 (each 80 hours per two-week pay period)
- 8 Deployment to be determined by SHERIFF in cooperation with CITY
9 Manager.

10 **Community Support Unit:**

- 11 • One (1) Deputy Sheriff II
12 (80 hours per two-week pay period)
- 13 • One (1) Crime Prevention Specialist
14 (80 hours per two-week pay period)

15 **Parking Control:**

- 16 • Two (2) Community Services Officers
17 (each 80 hours per two-week pay period)

18 **Regional Support Services:**

- 19 • ~~6.096.44~~ percent of ~~fifty-five~~ one ~~hundredths half~~ of one (.55) Sergeant
20 – Traffic
- 21 • ~~6.096.44~~ percent of ~~fourthree~~ (43) Deputy Sheriff IIs – Traffic
- 22 • ~~6.096.44~~ percent of ~~twone~~ (24) Investigative Assistants – Traffic
- 23 • ~~6.096.44~~ percent of one (1) Office Specialist – Traffic
- 24 • ~~2.927.59~~ percent of ~~thirty~~ one ~~hundredths fourth~~ of one (~~.3025~~) Sergeant
25 – Auto Theft
- 26 • ~~2.927.59~~ percent of two (2) Investigators – Auto Theft
- 27 • ~~2.927.59~~ percent of one (1) Investigative Assistant – Auto Theft
- 28 • ~~2.927.59~~ percent of one (1) Office Specialist – Auto Theft

- 1 • ~~9.438.17~~ percent of three (3) Investigative Assistants – Court
- 2 • ~~6.456.67~~ percent of one half of one (.50) Motorcycle Sergeant”
- 3 2. ~~Effective July 1, 2013, SECTION D, ENHANCED AND SUPPLEMENTAL~~
- 4 ~~SERVICES BY COUNTY is amended to add Subsection 5 to read as follows:~~
- 5 ~~“5. In accordance with Government Code 51350, COUNTY has adopted Board~~
- 6 ~~Resolution 89-1160 which identifies Countywide services, including but not limited~~
- 7 ~~to helicopter response. SHERIFF through this contract provides enhanced~~
- 8 ~~helicopter response services. The cost of enhanced helicopter response services~~
- 9 ~~is included in the cost of services set forth in Subsection G-2 and in the Maximum~~
- 10 ~~Obligation of CITY set forth in Subsection G-3. COUNTY shall not charge any~~
- 11 ~~additional amounts for enhanced helicopter services after the cost of services set~~
- 12 ~~forth in Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3~~
- 13 ~~has been established in any fiscal year without written notification to the CITY.”~~
- 14 3 For the period July 1, 201~~43~~ through June 30, 201~~54~~, PATROL VIDEO SYSTEM,
- 15 Subsection E-3 of the Agreement is amended to read as follows:
- 16 “E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
- 17 installation of Patrol Video Systems that are or will be mounted in patrol
- 18 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
- 19 COUNTY, including the costs of maintenance and contributions to a fund
- 20 for replacement and upgrade of such PVS when they become functionally
- 21 or technologically obsolete.
- 22 The costs to be paid by CITY for recurring costs, including maintenance
- 23 and replacement/upgrade of PVS, are included in the costs set forth in
- 24 Subsection G-2 and the Maximum Obligation of CITY set forth in
- 25 Subsection G-3 of this Agreement unless CITY has already paid such
- 26 costs. CITY shall not be charged additional amounts for maintenance or
- 27 replacement/upgrade of said PVS during the period July 1, 20~~1413~~ through
- 28 June 30, 20~~1514~~.”

3. For the period of July 1, 201~~43~~ through June 30, 201~~54~~, PAYMENT, Subsections G-2, and G-3 of the Agreement are amended to read as follows:

“G-2. Unless the level of service described in Subsection C-4 is increased or decreased, or CITY is required to pay for increases as set forth in Subsection G-4, the cost of services described in Subsection C-4 of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 20~~14~~~~13~~ through June 30, 20~~15~~~~14~~, shall be as follows:

SERVICE

COST OF SERVICE

Management:

- One (1) Lieutenant
@ ~~\$310,751~~~~295,664~~/each ~~\$295,661~~310,751

Supervision:

- Four (4) Sergeants – Patrol
@ ~~\$262,995~~~~269,200~~/each ~~\$1,076,800~~1,314,975
- One (1) Sergeant – Administrative
@ ~~\$262,995~~~~269,200~~/each ~~\$269,200~~262,995

Investigation Services:

- Two (2) Investigators
@ ~~\$285,158~~~~273,704~~/each ~~\$570,316~~547,408

Patrol/Traffic Services:

- Fifteen (15) Deputy Sheriff IIs - Patrol
@ ~~\$217,316~~~~219,470~~/each ~~\$3,292,050~~3,259,740
- One (1) Deputy Sheriff II – Special Enforcement
@ ~~\$217,316~~~~219,470~~/each ~~\$219,470~~317,316
- Two (2) Deputy Sheriff IIs – Motorcycle
@ ~~\$222,784~~~~224,629~~/each ~~\$449,258~~222,784

//

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

SERVICE

COST OF SERVICE

Community Support Unit:

- One (1) Deputy Sheriff II
@ \$219,470,217,316/each \$219,470,217,316
- One (1) Crime Prevention Specialist
@ \$91,299,91,043/each \$91,299,91,043

Parking Control:

- Two (2) Community Services Officers
@ \$107,286,109,120/each \$214,572,218,240

Regional Support Services:

- 6.096.44% of fifty-five one hundredths half of one (.55) Sergeant - Traffic
@ \$251,989,259,165/each \$ 7,698,681
- 6.096.44% of fourthree (43) Deputy Sheriff IIs - Traffic
@ \$201,750,207,545/each \$36,981,50,558
- 6.096.44% of twoone (24) Investigative Assistants - Traffic
@ \$100,261,104,252/each \$6,126,12,698
- 6.416.09% of one (1) Office Specialist - Traffic
@ \$81,249,83,376/each \$ 4,964,5,077
- 2.927.59% of one fourth of one (.25) Sergeant – Auto Theft
@ \$251,989,259,165/each \$ 4,781,2,270
- 2.927.59% of two (2) Investigators – Auto Theft
@ \$224,762,234,278/each \$34,119,13,682
- 7.592.92% of one (1) Investigative Assistant – Auto Theft
@ \$101,791,120,707/each \$ 7,726,3,291
- 7.592.92% of one (1) Office Specialist – Auto Theft
@ \$80,927,83,460/each \$ 6,142,2,437
- 8.179.43% of three (3) Investigative Assistants – Court
@ \$106,001,115,031/each \$25,981,32,542

SERVICE

COST OF SERVICE

- 6.676.45% of one half of one (.5) Motorcycle Sergeant

@ \$278,389,292,290/each

\$ 9,2849,426

Other Charges and Credits:

\$708,3981,089,653

Charges: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response; holiday pay: comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol video system (PVS) recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance.

Credits: False alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 201413-1514.

TOTAL COST OF SERVICES

\$7,852,6447,550,296

G-3. Unless the level of service described in Subsection C-4 is increased or decreased, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services that are referenced in Subsection C-4 of this Agreement and rendered by COUNTY between July 1, 201413 and June 30, 201514, is \$7,852,6447,550,296".

4. For the period of July 1, 201413 through June 30, 201514, PAYMENT, Subsection G-4 of the Agreement is amended to read as follows:

"G-4a At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY

1 employees. The costs of such potential changes are not included in the FY
2 ~~2014-1513-14~~, cost set forth in subsection G-2 nor in the FY ~~2014-1513-14~~,
3 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.
4 If the changes result in the COUNTY incurring or becoming obligated to pay
5 for increased costs for or on account of personnel whose costs are included
6 in the calculations of costs charged to CITY hereunder, CITY shall pay
7 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-3
8 of this Agreement, the full costs of said increases to the extent such
9 increases are attributable to work performed by such personnel during the
10 period July 1, ~~201413~~ through June 30, ~~201514~~, and CITY's Maximum
11 Obligation hereunder shall be deemed to have increased accordingly. CITY
12 shall pay COUNTY in full for such increases on a pro-rata basis over the
13 portion of the period between July 1, ~~201413~~ and June 30, ~~201514~~
14 remaining after COUNTY notifies CITY that increases are payable. If the
15 changes result in the COUNTY incurring or becoming obligated to pay for
16 decreased costs for or on account of personnel whose costs are included in
17 the calculations of costs charged to CITY hereunder, COUNTY shall reduce
18 the amount owed by the CITY to the extent such decreases are attributable
19 to work performed by such personnel during the period July 1, ~~201413~~
20 through June 30, ~~201514~~, and CITY's Maximum Obligation hereunder shall
21 be deemed to have decreased accordingly. COUNTY shall reduce required
22 payment by CITY in full for such decreases on a pro-rata basis over the
23 portion of the period between July 1, ~~201413~~ and June 30, ~~201514~~
24 remaining after COUNTY notifies CITY that the Maximum Obligation has
25 decreased.

26 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
27 above, COUNTY, at the request of CITY, will thereafter reduce the level of
28 service to be provided to CITY pursuant to Subsection C-4 of this

1 Agreement to a level that will make the Maximum Obligation of CITY
2 hereunder for the period July 1, 20~~1413~~ through June 30, 20~~1514~~ an
3 amount specified by CITY that is equivalent to or higher or lower than the
4 Maximum Obligation set forth in Subsection G-3 for said period at the time
5 this Agreement originally was executed. The purpose of such adjustment
6 of service levels will be to give CITY the option of keeping its Maximum
7 Obligation hereunder at the pre-increase level or at any other higher or
8 lower level specified by CITY. In the event of such reduction in level of
9 service and adjustment of costs, the parties shall execute an amendment
10 to this Agreement so providing. Decisions about how to reduce the level of
11 service provided to CITY shall be made by SHERIFF with the approval of
12 CITY.”

- 13 5. For the period of July 1, 20~~1413~~ through June 30, 20~~1514~~, PAYMENT Subsection
14 G-6 of the Agreement is amended to read as follows:

15 “G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
16 Obligation of CITY. If a determination is made that increases described in
17 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-
18 rata charges for such increases in its monthly invoices to CITY for the
19 balance of the period between July 1, 20~~1413~~ and June 30, 20~~1514~~.”

- 20 6. Effective July 1, 20~~1413~~, SECTION M, TRAFFIC VIOLATOR APPREHENSION
21 PROGRAM Subsection M-3 is amended to read as follows:

22 “M-3 Fee revenue generated by COUNTY and participating cities will be used
23 to fund the following positions, which will be assigned to the Program:

- 24 • ~~Fifteen one hundredths~~ ~~One fourth~~ of one (~~.1525~~) Sergeant
25 (~~20-12~~ hours per two-week pay period)
- 26 • One (1) Staff Specialist
27 (80 hours per two-week pay period)
- 28 • ~~One (1) Information Processing Specialist~~

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

~~—(80 hours per two-week pay period)~~

~~• One (1) Investigative Assistant~~

~~—(80 hours per two-week pay period)~~

- One (1) Office Specialist
(80 hours per two-week pay period)”

7. For the period July 1, 20~~1413~~, through June 30, 20~~1514~~, MOBILE DATA COMPUTER, Subsection N-3 of the Agreement is amended to read as follows:

“N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Amendment unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 20~~1413~~ through June 30, 20~~1514~~.”

8. All other provisions of the Agreement, as previously amended, to the extent that they are not in conflict with this ~~FIFTHOURTH~~ AMENDMENT TO AGREEMENT, remain unchanged.

//
//
//
//
//

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

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

DATED: _____

CITY OF SAN JUAN CAPISTRANO

ATTEST: _____

City Clerk

BY: _____

Mayor

APPROVED AS TO FORM:

BY: _____

City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____

Chair of the Board of
Supervisors

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:

Susan Novak
Clerk of the Board of Supervisors
of Orange County, California

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

BY: _____

Deputy

DATED: _____