

~~THIRD-FOURTH~~ AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF SAN JUAN CAPISTRANO
AND THE
COUNTY OF ORANGE

THIS ~~THIRD-FOURTH~~ AMENDMENT TO AGREEMENT, entered into this ~~Twenty-Fifth~~ day of ~~April 2018~~June 2019, which date is enumerated for purposes of reference only, by and between the CITY OF SAN JUAN CAPISTRANO, 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~~2019, that certain Agreement between the parties commencing July 1, 2015, hereinafter referred to as the "Agreement".

1. For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:

"C-4. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, is set forth in Attachment F and incorporated herein by this reference."

2. For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, REGULAR SERVICES BY COUNTY, Subsection C-10 is added to the Agreement to read as follows:

"C-10. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment F, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment G and incorporated

1 herein by this reference, and the Maximum Obligation of CITY set forth in
2 Subsection G-2, in accordance with the current year's COUNTY law
3 enforcement cost study. SHERIFF and CITY Manager shall file copies of any
4 such amendments to this Agreement with the Clerk of COUNTY's Board of
5 Supervisors and CITY's Clerk. Amendments to this Agreement executed by
6 SHERIFF and CITY Manager may not, in the aggregate, increase or decrease
7 the cost of services payable by CITY by more than one percent (1%) of the
8 total cost originally set forth in Attachment G and the Maximum Obligation
9 originally set forth in Subsection G-2 for FY ~~2018-19~~2019-20.

10 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
11 required before execution of any amendment that brings the aggregate total
12 of changes in costs payable by CITY to more than one percent (1%) of the
13 total cost originally set forth in Attachment G and the Maximum Obligation
14 originally set forth in Subsection G-2 of this Agreement for FY ~~2018-19~~2019-
15 20.

- 16 3. For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, PATROL VIDEO
17 SYSTEMS, Subsection E-3 of the Agreement is amended to read as follows:

18 "E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
19 installation of Patrol Video Systems that are or will be mounted in patrol
20 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
21 COUNTY, including the costs of maintenance and contributions to a fund for
22 replacement and upgrade of such PVS when they become functionally or
23 technologically obsolete.

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of PVS, are included in the costs set forth in Attachment
26 G and the Maximum Obligation of CITY set forth in Subsection G-2 of this
27 Agreement unless CITY has already paid such costs. CITY shall not be
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1 charged additional amounts for maintenance or replacement/upgrade of said
2 PVS during the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020.”

- 3 4. For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, PAYMENT, Subsection
4 G-2 of the Agreement is amended to read as follows:

5 “G-2. Unless the level of service as set forth in Attachment F is increased or
6 decreased by mutual agreement of the parties, or CITY is required to pay for
7 increases as set forth in Subsection G-4, the Maximum Obligation of CITY
8 for services set forth in Attachment F of this Amendment, other than
9 Licensing Services, to be provided by the COUNTY for the period July 1,
10 ~~2018-2019~~ through June 30, ~~2019~~2020, shall be \$~~40,291,020~~10,475,599, as
11 set forth in Attachment G.

12 The overtime costs included in the Agreement are only an estimate. COUNTY
13 shall notify CITY of actual overtime worked during each fiscal year. If actual
14 overtime worked is above or below budgeted amounts, billings will be adjusted
15 accordingly at the end of the fiscal year. Actual overtime costs may exceed
16 CITY’s Maximum Obligation.”

- 17 5. For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, PAYMENT,
18 Subsections G-4a, G-4b and G-6 of the Agreement are amended to read as follows:

19 “G-4a. At the time this Agreement is executed, there are unresolved issues
20 pertaining to potential changes in salaries and benefits for COUNTY
21 employees. The costs of such potential changes are not included in the FY
22 ~~2018-19~~2019-20 cost set forth in Attachment G nor in the FY ~~2018-19~~2019-
23 20 Maximum Obligation of CITY set forth in Subsection G-2 of this
24 Agreement. If the changes result in the COUNTY incurring or becoming
25 obligated to pay for increased cost for or on account of personnel whose
26 costs are included in the calculations of costs charged to CITY hereunder,
27 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
28 Subsection G-2 of this Agreement, the full costs of said increases to the

1 extent such increases are attributable to work performed by such personnel
2 during the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~, and CITY's
3 Maximum Obligation hereunder shall be deemed to have increased
4 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
5 rata basis over the portion of the period between July 1, ~~2018-2019~~ and
6 June 30, ~~2019-2020~~ remaining after COUNTY notifies CITY that increases
7 are payable. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for decreased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 COUNTY shall reduce the amount owed by the CITY to the extent such
11 decreases are attributable to work performed by such personnel during the
12 period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~, and CITY's Maximum
13 Obligation hereunder shall be deemed to have decreased accordingly.
14 COUNTY shall reduce required payment by CITY in full for such decreases
15 on a pro-rata basis over the portion of the period between July 1, ~~2018~~
16 ~~2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY notifies CITY that
17 the Maximum Obligation has decreased.

18 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service to be provided to CITY as set forth in Attachment F of this
21 Agreement to a level that will make the Maximum Obligation of CITY
22 hereunder for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ an
23 amount specified by CITY that is equivalent to or higher than the Maximum
24 Obligation set forth in Subsection G-2 for said period at the time this
25 Agreement originally was executed. The purpose of such adjustment of
26 service levels will be to give CITY the option of keeping its Maximum
27 Obligation hereunder at the pre-increase level or at any other higher or
28 lower level specified by CITY. In the event of such reduction in level of

1 service and adjustment of costs, the parties shall execute an amendment
2 to this Agreement so providing. Decisions about how to reduce the level
3 of service provided to CITY shall be made by SHERIFF with the approval
4 of CITY.

5 G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
6 Obligation of CITY. If a determination is made that increases described in
7 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-
8 rata charges for such increases in its monthly invoices to CITY for the
9 balance of the period between July 1, 2018-2019 and June 30, 2019-2020."

10 ~~6. Effective July 1, 2018, TRAFFIC VIOLATOR APPREHENSION PROGRAM,~~

11 ~~Subsection M-3 of the Agreement is amended to read as follows:~~

12 ~~"M-3. Fee revenue generated by COUNTY and participating cities will be used to~~
13 ~~fund the following positions, which will be assigned to the Program:~~

- 14 ~~• Ten one hundredths of one (0.10) Sergeant~~
15 ~~—(8 hours per two-week pay period)~~
- 16 ~~• One (1) Staff Specialist~~
17 ~~—(80 hours per two-week pay period)~~
- 18 ~~• One (1) Office Specialist~~
19 ~~—(80 hours per two-week pay period)"~~

20 ~~76.~~ For the period July 1, 2018-2019 through June 30, 2019-2020, MOBILE DATA
21 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

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

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1 The costs to be paid by CITY for recurring costs, including maintenance and
2 replacement/upgrade of MDCs, are included in the costs set forth in
3 Attachment G and the Maximum Obligation of CITY set forth in Subsection
4 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
5 not be charged additional amounts for maintenance or replacement/upgrade
6 of said MDCs during the period July 1, ~~2018-2019~~ through June 30,
7 ~~2019~~2020.”

8 ~~87.~~ For the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, E-CITATION UNITS
9 Subsection O-3 of the Agreement is amended to read as follows:

10 “O.3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-
11 Citation units that are assigned to CITY, and b) recurring costs, as deemed
12 necessary by COUNTY, including the costs of maintenance and contributions
13 to a fund for replacement and upgrade of such E-Citation units when they
14 become functionally or technologically obsolete.

15 The costs to be paid by CITY for recurring costs, including maintenance and
16 replacement/upgrade of E-Citation units, are included in the costs set forth in
17 Attachment G and the Maximum Obligation of CITY set forth in Subsection G-
18 2 of this Agreement unless CITY has already paid such costs. CITY shall not
19 be charged additional amounts for maintenance or replacement/upgrade of
20 said E-Citation units during the period July 1, ~~2018-2019~~ through June 30,
21 ~~2019~~2020.”

22 ~~98.~~ All other provisions of the Agreement, to the extent that they are not in conflict with
23 this ~~THIRD-FOURTH~~ AMENDMENT TO AGREEMENT, remain unchanged

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

6 DATED: _____

7 CITY OF SAN JUAN CAPISTRANO

8 ATTEST: _____
 9 City Clerk

10 BY: _____
 11 Mayor

12 APPROVED AS TO FORM:

13 BY: _____
 14 City Attorney

15 DATED: _____

16 COUNTY OF ORANGE

17
 18 BY: _____
 19 Chairwoman of the Board of Supervisors
 20 County of Orange, California

21 SIGNED AND CERTIFIED THAT A COPY OF THIS
 22 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
 23 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

24 Attest:

25 _____
 26 Robin Stieler
 27 Clerk of the Board
 28 County of Orange, California

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

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BY: _____
Deputy

DATED: _____