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SECOND AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF SAN JUAN CAPISTRANO
AND THE
COUNTY OF ORANGE

THIS SECOND AMENDMENT TO AGREEMENT, entered into this First day of May 2017, 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, 2017, that certain Agreement between the parties commencing July 1, 2015, hereinafter referred to as the "Agreement".

1. For the period July 1, 2017 through June 30, 2018, 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, 2017 through June 30, 2018, is set forth in Attachment F and incorporated herein by this reference."
2. For the period July 1, 2017 through June 30, 2018, PATROL VIDEO SYSTEMS, Subsection E-3 of the Agreement is amended to read as follows:
"E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles 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 PVS when they become functionally or technologically obsolete.
The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in

1 Attachment G and the Maximum Obligation of CITY set forth in Subsection
2 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
3 not be charged additional amounts for maintenance or replacement/upgrade
4 of said PVS during the period July 1, 2017 through June 30, 2018.”

5 3. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsection G-2 of
6 the Agreement is amended to read as follows:

7 “G-2. Unless the level of service as set forth in Attachment F is increased or
8 decreased by mutual agreement of the parties, or CITY is required to pay
9 for increases as set forth in Subsection G-4, the Maximum Obligation of
10 CITY for services set forth in Attachment F of this Amendment, other than
11 Licensing Services, to be provided by the COUNTY for the period July 1,
12 2017 through June 30, 2018, shall be \$9,729,656, as set forth in
13 Attachment G.

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

19 4. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsections G-4a,
20 G-4b and G-6 of the Agreement are amended to read as follows:

21 “G-4a. At the time this Agreement is executed, there are unresolved issues
22 pertaining to potential changes in salaries and benefits for COUNTY
23 employees. The costs of such potential changes are not included in the
24 FY 2017-18 cost set forth in Attachment G nor in the FY 2017-18
25 Maximum Obligation of CITY set forth in Subsection G-2 of this
26 Agreement. If the changes result in the COUNTY incurring or becoming
27 obligated to pay for increased cost for or on account of personnel whose
28 costs are included in the calculations of costs charged to CITY hereunder,

1 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth
2 in Subsection G-2 of this Agreement, the full costs of said increases to the
3 extent such increases are attributable to work performed by such
4 personnel during the period July 1, 2017 through June 30, 2018, and
5 CITY's Maximum Obligation hereunder shall be deemed to have
6 increased accordingly. CITY shall pay COUNTY in full for such increases
7 on a pro-rata basis over the portion of the period between July 1, 2017
8 and June 30, 2018 remaining after COUNTY notifies CITY that increases
9 are payable. If the changes result in the COUNTY incurring or becoming
10 obligated to pay for decreased costs for or on account of personnel whose
11 costs are included in the calculations of costs charged to CITY hereunder,
12 COUNTY shall reduce the amount owed by the CITY to the extent such
13 decreases are attributable to work performed by such personnel during
14 the period July 1, 2017 through June 30, 2018, and CITY's Maximum
15 Obligation hereunder shall be deemed to have decreased accordingly.
16 COUNTY shall reduce required payment by CITY in full for such
17 decreases on a pro-rata basis over the portion of the period between July
18 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY that
19 the Maximum Obligation has decreased.

20 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
21 above, COUNTY, at the request of CITY, will thereafter reduce the level
22 of service to be provided to CITY as set forth in Attachment F of this
23 Agreement to a level that will make the Maximum Obligation of CITY
24 hereunder for the period July 1, 2017 through June 30, 2018 an amount
25 specified by CITY that is equivalent to or higher than the Maximum
26 Obligation set forth in Subsection G-2 for said period at the time this
27 Agreement originally was executed. The purpose of such adjustment of
28 service levels will be to give CITY the option of keeping its Maximum

1 Obligation hereunder at the pre-increase level or at any other higher or
2 lower level specified by CITY. In the event of such reduction in level of
3 service and adjustment of costs, the parties shall execute an amendment
4 to this Agreement so providing. Decisions about how to reduce the level
5 of service provided to CITY shall be made by SHERIFF with the approval
6 of CITY.

7 G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
8 Obligation of CITY. If a determination is made that increases described
9 in Subsection G-4 must be paid, COUNTY thereafter shall include the
10 pro-rata charges for such increases in its monthly invoices to CITY for the
11 balance of the period between July 1, 2017 and June 30, 2018.”

12 5. For the period July 1, 2017 through June 30, 2018, TRAFFIC VIOLATOR
13 APPREHENSION PROGRAM, Subsection M-3 of the Agreement is amended to
14 read as follows:

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

- 17 • Ten one hundredths of one (0.10) Sergeant
18 (8 hours per two-week pay period)
- 19 • One (1) Staff Specialist
20 (80 hours per two-week pay period)
- 21 • One (1) Office Specialist
22 (80 hours per two-week pay period)”

23 6. For the period July 1, 2017 through June 30, 2018, MOBILE DATA
24 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

25 “N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
26 and installation of MDCs that are or will be mounted in patrol vehicles and
27 motorcycles assigned to CITY, and b) recurring costs, as deemed
28 necessary by COUNTY, including the costs of maintenance and

1 contributions to a fund for replacement and upgrade of such MDCs when
2 they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance
4 and replacement/upgrade of MDCs, are included in the costs set forth in
5 Attachment G and the Maximum Obligation of CITY set forth in Subsection
6 G-2 of this Agreement unless CITY has already paid such costs. CITY
7 shall not be charged additional amounts for maintenance or
8 replacement/upgrade of said MDCs during the period July 1, 2017 through
9 June 30, 2018.”

10 7. For the period July 1, 2017 through June 30, 2018, E-CITATION UNITS Subsection
11 O-3 of the Agreement is amended to read as follows:

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

17 The costs to be paid by CITY for recurring costs, including maintenance and
18 replacement/upgrade of E-Citation units, are included in the costs set forth in
19 Attachment G and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
21 not be charged additional amounts for maintenance or replacement/upgrade
22 of said E-Citation units during the period July 1, 2017 through June 30,
23 2018.”

24 8. All other provisions of the Agreement, to the extent that they are not in conflict
25 with this SECOND AMENDMENT TO AGREEMENT, remain unchanged

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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 SAN JUAN CAPISTRANO

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

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

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY:  _____
Deputy

DATED: 5/9/17

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF SAN JUAN CAPISTRANO
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	DET	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Extra Help		As needed
TOTAL		30.00	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.31%
Deputy Sheriff II	Traffic	4.00	7.31%
Investigative Assistant	Traffic	2.00	7.31%
Office Specialist	Traffic	1.00	7.31%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.77%
Investigator	Auto Theft	2.00	6.77%
Investigative Assistant	Auto Theft	1.00	6.77%
Office Specialist	Auto Theft	1.00	6.77%
DET:			
Sergeant	DET	1.00	11.93%
Investigator	DET	1.00	11.93%
SUBPOENA:			
Office Specialist	Subpoena	1.00	6.95%
COURTS:			
Investigative Assistant	Courts	2.00	21.83%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	6.90%
TOTAL		17.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF SAN JUAN CAPISTRANO**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 370,100	\$ 370,100
SUPERVISION:				
Sergeant	Patrol	4.00	\$ 311,469	\$ 1,245,876
Sergeant	Administrative	1.00	\$ 311,469	\$ 311,469
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 313,751	\$ 627,502
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 256,577	\$ 3,848,655
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 261,924	\$ 523,848
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 100,507	\$ 100,507
Community Services Officer	Parking Control	2.00	\$ 122,748	\$ 245,496
Deputy Sheriff II	Community Support	1.00	\$ 256,577	\$ 256,577
Deputy Sheriff II	DET	1.00	\$ 256,577	\$ 256,577
Deputy Sheriff II	Extra Help			\$ 88,002
TOTAL POSITIONS		30.00		\$ 7,874,609

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.31%	\$ 15,500
Deputy Sheriff II	Traffic	4.00	7.31%	\$ 75,138
Investigative Assistant	Traffic	2.00	7.31%	\$ 18,310
Office Specialist	Traffic	1.00	7.31%	\$ 7,278
AUTO THEFT:				
Sergeant	Auto Theft	0.30	6.77%	\$ 7,185
Investigator	Auto Theft	2.00	6.77%	\$ 39,669
Investigative Assistant	Auto Theft	1.00	6.77%	\$ 8,548
Office Specialist	Auto Theft	1.00	6.77%	\$ 6,906
DET:				
Sergeant	DET	1.00	11.93%	\$ 52,734
Investigator	DET	1.00	11.93%	\$ 44,170
SUBPOENA:				
Office Specialist	Subpoena	1.00	6.95%	\$ 6,523
COURTS:				
Investigative Assistant	Courts	2.00	21.83%	\$ 51,681
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	6.90%	\$ 22,970
TOTAL REGIONAL/SHARED		17.90		\$ 356,612

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: 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 services; E-Citation recurring costs for three (3) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen (17) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven (11) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; false alarm fees reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2017-18.

TOTAL OTHER CHARGES AND CREDITS **\$ 1,498,435**

TOTAL COST OF SERVICES (Subsection G-2) **\$ 9,729,656**