

1 **SECONDFIRST AMENDMENT TO AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF SAN JUAN CAPISTRANO**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS SECONDFIRST AMENDMENT TO AGREEMENT**, entered into
8 this First day of May 20176, 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, 20176,
12 that certain Agreement between the parties commencing July 1, 2015, hereinafter
13 referred to as the "Agreement".

14 1. For the period July 1, 20176 through June 30, 20187, REGULAR SERVICES BY
15 COUNTY, Subsections C-4 ~~and C-5~~ of the Agreement ~~is~~ amended to read as
16 follows:

17 "C-4. The level of service, other than for licensing, to be provided by the COUNTY
18 for the period July 1, 20176 through June 30, 20187, is set forth in
19 Attachment F and incorporated herein by this reference.

20 ~~C-5. For any service listed in set forth Attachment F of this Agreement that is~~
21 ~~provided to CITY at less than 100% of a full-time SHERIFF position,~~
22 ~~COUNTY retains the option to terminate such service in the event the other~~
23 ~~city or cities which contract(s) for the balance of the time of the employee~~
24 ~~providing the service no longer pay(s) for such service and CITY does not~~
25 ~~request the Agreement be amended to pay 100% of the cost of the~~
26 ~~employee providing such service. The Maximum Obligation of CITY set~~
27 ~~forth in Subsection G-2 will be adjusted accordingly."~~

28 //

1 ~~2. Effective July 1, 2016, ENHANCED AND SUPPLEMENTAL SERVICES BY~~
2 ~~COUNTY, Subsection D of the Agreement is amended to read as follows:~~

3 ~~—“D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:~~

4 ~~1. Enhanced services for events on CITY property. At the request of CITY, through its~~
5 ~~City Manager, SHERIFF may provide enhanced law enforcement services for~~
6 ~~functions, such as community events, conducted on property that is owned, leased~~
7 ~~or operated by CITY. SHERIFF shall determine personnel and equipment needed~~
8 ~~for such enhanced services. To the extent the services provided at such events~~
9 ~~are at a level greater than that specified in Attachment F of this Agreement, CITY~~
10 ~~shall reimburse COUNTY for such additional services, at an amount computed by~~
11 ~~SHERIFF, based on the current year's COUNTY law enforcement cost study. The~~
12 ~~cost of these enhanced services shall be in addition to the Maximum Obligation of~~
13 ~~CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY~~
14 ~~immediately after each such event.~~

15 ~~2. Supplemental services for occasional events operated by private individuals and~~
16 ~~entities on non-CITY property. At the request of CITY, through its City Manager,~~
17 ~~and within the limitations set forth in this subsection D-2, SHERIFF may provide~~
18 ~~supplemental law enforcement services to preserve the peace at special events or~~
19 ~~occurrences that occur on an occasional basis and are operated by private~~
20 ~~individuals or private entities on non-CITY property. SHERIFF shall determine~~
21 ~~personnel and equipment needed for such supplemental services, and will provide~~
22 ~~such supplemental services only if SHERIFF is able to do so without reducing the~~
23 ~~normal and regular ongoing services that SHERIFF otherwise would provide to~~
24 ~~CITY pursuant to this Agreement. Such supplemental services shall be provided~~
25 ~~only by regularly appointed full-time peace officers, at rates of pay governed by a~~
26 ~~Memorandum of Understanding between COUNTY and the bargaining unit(s)~~
27 ~~representing the peace officers providing the services. Such supplemental services~~
28 ~~shall include only law enforcement duties and shall not include services authorized~~

1 to be provided by a private patrol operator, as defined in Section 7582.1 of the
2 Business and Professions Code. Law enforcement support functions, including, but
3 not limited to, clerical functions and forensic science services, may be performed by
4 non-peace officer personnel if the services do not involve patrol or keeping the
5 peace and are incidental to the provision of law enforcement services. CITY shall
6 reimburse COUNTY its full, actual costs of providing such supplemental services at
7 an amount computed by SHERIFF, based on the current year's COUNTY law
8 enforcement cost study. The cost of these supplemental services shall be in
9 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this
10 Agreement. SHERIFF shall bill CITY immediately after each such event.

11 ~~3. Supplemental services for events operated by public entities on non-CITY property.~~

12 At the request of CITY, through its City Manager, and within the limitations set forth
13 in this Subsection D-3, SHERIFF may provide supplemental law enforcement
14 services to preserve the peace at special events or occurrences that occur on an
15 occasional basis and are operated by public entities on non-CITY property.
16 SHERIFF shall determine personnel and equipment needed for such supplemental
17 services, and will provide such supplemental services only if SHERIFF is able to do
18 so without reducing services that SHERIFF otherwise would provide to CITY
19 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
20 providing such supplemental services at an amount computed by SHERIFF, based
21 on the current year's COUNTY law enforcement cost study. The cost of these
22 supplemental services shall be in addition to the Maximum Obligation of CITY set
23 forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately
24 after each such event.

25 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the~~
26 ~~services of SHERIFF at events, for which CITY issues permits, that are operated by~~
27 ~~private individuals or entities or public entities. SHERIFF shall determine personnel~~
28 ~~and equipment needed for said events. If said events are in addition to the level of~~

1 ~~services listed in Attachment F of this Agreement, CITY shall reimburse COUNTY~~
2 ~~for such additional services at an amount computed by SHERIFF, based upon the~~
3 ~~current year's COUNTY law enforcement cost study. The cost of these services~~
4 ~~shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2~~
5 ~~of this Agreement. SHERIFF shall bill CITY immediately after said services are~~
6 ~~rendered.~~

7 ~~5. In accordance with Government Code 51350, COUNTY has adopted Board~~
8 ~~Resolution 89-1160 which identifies Countywide services, including but not limited~~
9 ~~to helicopter response. SHERIFF through this contract provides enhanced~~
10 ~~helicopter response services. The cost of enhanced helicopter response services~~
11 ~~is included in the cost of services set forth in Attachment G and incorporated herein~~
12 ~~by this reference and in the Maximum Obligation of CITY set forth in Subsection G-~~
13 ~~2. COUNTY shall not charge any additional amounts for enhanced helicopter~~
14 ~~services after the cost of services set forth in Attachment G and in the Maximum~~
15 ~~Obligation set forth in Subsection G-2 has been established in any fiscal year~~
16 ~~without written notification to the CITY."~~

17 23. For the period July 1, 2017~~6~~ through June 30, 2018~~7~~, PATROL VIDEO
18 SYSTEMS, Subsections ~~E-3, E-4 and E-5~~ of the Agreement is~~are~~ amended to
19 read as follows:

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of PVS, are included in the costs set forth in
28 Attachment G and the Maximum Obligation of CITY set forth in Subsection

1 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
2 not be charged additional amounts for maintenance or replacement/upgrade
3 of said PVS during the period July 1, 201~~7~~6 through June 30, 201~~8~~7.

4 ~~E-4. If, following the initial acquisition of PVS referenced above, CITY requires~~
5 ~~PVS for additional patrol cars designated for use in the CITY service area,~~
6 ~~COUNTY will purchase said additional PVS. Upon demand by COUNTY,~~
7 ~~CITY will pay to COUNTY a) the full costs of acquisition and installation of~~
8 ~~said additional PVS, and b) the full recurring costs for said PVS, as deemed~~
9 ~~necessary by COUNTY, including the costs of maintenance, and~~
10 ~~contributions to a fund for replacement and upgrade of such PVS when they~~
11 ~~become functionally or technologically obsolete. Said costs related to~~
12 ~~additional PVS are not included in, and are in addition to, the costs set forth~~
13 ~~in Attachment G and the Maximum Obligation of CITY set forth in Subsection~~
14 ~~G-2 of this Agreement.~~

15 ~~E-5. County will replace and/or upgrade PVS as needed. The costs of~~
16 ~~replacing/upgrade PVS shall be paid by COUNTY from the~~
17 ~~replacement/upgrade funds to be paid by CITY in accordance with the~~
18 ~~foregoing. CITY shall not be charged any additional charge to replace or~~
19 ~~upgrade PVS after the cost of PVS set forth in Attachment G and in~~
20 ~~Maximum Obligation set forth in G-2 has been established in any fiscal year~~
21 ~~without written notification to the CITY.”~~

22 34. For the period July 1, 201~~7~~6 through June 30, 201~~8~~7, PAYMENT, Subsection G-2
23 of the Agreement is amended to read as follows:

24 “G-2. Unless the level of service as set forth in Attachment F is increased or
25 decreased by mutual agreement of the parties, or CITY is required to pay
26 for increases as set forth in Subsection G-4, the Maximum Obligation of
27 CITY for services set forth in Attachment F of this Amendment, other than
28 Licensing Services, to be provided by the COUNTY for the period July 1,

1 201~~76~~ through June 30, 201~~87~~, shall be \$~~9,729,6568,801,628~~, as set forth
2 in Attachment G.

3 The overtime costs included in the Agreement are only an estimate.
4 COUNTY shall notify CITY of actual overtime worked during each fiscal year.
5 If actual overtime worked is above or below budgeted amounts, billings will
6 be adjusted accordingly at the end of the fiscal year. Actual overtime costs
7 may exceed CITY's Maximum Obligation."

8 ~~5. Effective July 1, 2016 PAYMENT Subsection G-3 of the Agreement is deleted.~~

9 ~~456.~~ For the period July 1, 201~~76~~ through June 30, 201~~87~~, PAYMENT, Subsections
10 G-4a, G-4b and G-6 of the Agreement are amended to read as follows:

11 "G-4a. At the time this Agreement is executed, there are unresolved issues
12 pertaining to potential changes in salaries and benefits for COUNTY
13 employees. The costs of such potential changes are not included in the
14 FY 201~~76-187~~ cost set forth in Attachment G nor in the FY 201~~76-187~~
15 Maximum Obligation of CITY set forth in Subsection G-2 of this
16 Agreement. If the changes result in the COUNTY incurring or becoming
17 obligated to pay for increased cost for or on account of personnel whose
18 costs are included in the calculations of costs charged to CITY hereunder,
19 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth
20 in Subsection G-2 of this Agreement, the full costs of said increases to the
21 extent such increases ~~to the~~ are attributable to work performed by such
22 personnel during the period July 1, 201~~76~~ through June 30, 201~~87~~, and
23 CITY's Maximum Obligation hereunder shall be deemed to have
24 increased accordingly. CITY shall pay COUNTY in full for such increases
25 on a pro-rata basis over the portion of the period between July 1, 201~~76~~
26 and June 30, 201~~87~~ remaining after COUNTY notifies CITY that increases
27 are payable. If the changes result in the COUNTY incurring or becoming
28 obligated to pay for decreased costs for or on account of personnel whose

1 costs are included in the calculations of costs charged to CITY hereunder,
2 COUNTY shall reduce the amount owed by the CITY to the extent such
3 decreases are attributable to work performed by such personnel during
4 the period July 1, 2017~~6~~ through June 30, 2018~~7~~, and CITY's Maximum
5 Obligation hereunder shall be deemed to have decreased accordingly.
6 COUNTY shall reduce required payment by CITY in full for such
7 decreases on a pro-rata basis over the portion of the period between July
8 1, 2017~~6~~ and June 30, 2018~~7~~ remaining after COUNTY notifies CITY that
9 the Maximum Obligation has decreased.

10 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
11 above, COUNTY, at the request of CITY, will thereafter reduce the level
12 of service to be provided to CITY as set forth in Attachment F of this
13 Agreement to a level that will make the Maximum Obligation of CITY
14 hereunder for the period July 1, 2017~~6~~ through June 30, 2018~~7~~ an
15 amount specified by CITY that is equivalent to or higher than the
16 Maximum Obligation set forth in Subsection G-2 for said period at the
17 time this Agreement originally was executed. The purpose of such
18 adjustment of service levels will be to give CITY the option of keeping its
19 Maximum Obligation hereunder at the pre-increase level or at any other
20 higher or lower level specified by CITY. In the event of such reduction in
21 level of service and adjustment of costs, the parties shall execute an
22 amendment to this Agreement so providing. Decisions about how to
23 reduce the level of service provided to CITY shall be made by SHERIFF
24 with the approval of CITY.

25 G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
26 Obligation of CITY. If a determination is made that increases described
27 in Subsection G-4G-2 must be paid, COUNTY thereafter shall include the
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1 pro-rata charges for such increases in its monthly invoices to CITY for the
2 balance of the period between July 1, 201~~7~~⁶ and June 30, 201~~8~~⁷.”

3 ~~567~~. For the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷, TRAFFIC VIOLATOR
4 APPREHENSION PROGRAM, Subsections M-3 and ~~M-4~~ of the Agreement ~~is~~^{are}
5 amended to read as follows:

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

- 8 • ~~Ten~~^{Fifteen} one hundredths of one (0.1~~0~~⁵) Sergeant
9 (8~~12~~ hours per two-week pay period)
- 10 • One (1) Staff Specialist
11 (80 hours per two-week pay period)
- 12 • One (1) Office Specialist
13 (80 hours per two-week pay period)”

14 ~~M-4. Fee revenue generated by CITY may be used to reimburse CITY for~~
15 ~~expenditures for equipment and/or supplies directly in support of the~~
16 ~~Program. In order for an expenditure for equipment and/or supplies to be~~
17 ~~eligible for reimbursement, CITY shall submit a request for and obtain pre-~~
18 ~~approval of the expenditure by using the form as shown in Attachment E.~~
19 ~~The request shall be submitted within the budget schedule established by~~
20 ~~SHERIFF. SHERIFF shall approve the expenditure only if both of the~~
21 ~~following conditions are satisfied: 1) there are sufficient Program funds,~~
22 ~~attributable to revenue generated by CITY’s fee, to pay for the requested~~
23 ~~purchase, and 2) CITY will use the equipment and/or supplies, during their~~
24 ~~entire useful life, only for purposes authorized by its TVAP resolution in~~
25 ~~effect at the time of purchase.~~

26 ~~In the event that CITY terminates its participation in the Program, CITY~~
27 ~~agrees that the equipment purchased by CITY and reimbursed by Program~~
28 ~~funds will continue to be used, during the remainder of its useful life,~~

1 ~~exclusively for the purposes authorized by CITY's TVAP resolution in effect~~
2 ~~at the time of purchase.~~

3 ~~In the event the fees adopted by COUNTY, CITY and other participating~~
4 ~~jurisdictions are not adequate to continue operation of the Program at the~~
5 ~~level at which it operated previously, COUNTY, at the option of CITY, will~~
6 ~~reduce the level of Program service to be provided to CITY or will continue~~
7 ~~to provide the existing level of Program services. COUNTY will charge~~
8 ~~CITY the cost of any Program operations that exceed the revenue~~
9 ~~generated by fees. Such charges shall be in addition to the Maximum~~
10 ~~Obligation of CITY set forth in Subsection G-2 of this Agreement. The~~
11 ~~amount of any revenue shortfall charged to CITY will be determined, at the~~
12 ~~time the revenue shortfall is experienced, according to CITY's share of~~
13 ~~Program services rendered. In the event of a reduction in level of Program~~
14 ~~service, termination of Program service or adjustment of costs, the parties~~
15 ~~shall execute an amendment to the Agreement so providing. Decisions~~
16 ~~about how to reduce the level of Program service provided to CITY shall be~~
17 ~~made by SHERIFF with the approval of CITY."~~

18 678. For the period July 1, 20176 through June 30, 20187, MOBILE DATA
19 COMPUTERS, Subsections ~~N-3, N-4 and N-5~~ of the Agreement ~~is~~are amended
20 to read as follows:

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

27 The costs to be paid by CITY for recurring costs, including maintenance
28 and replacement/upgrade of MDCs, 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
3 shall not be charged additional amounts for maintenance or
4 replacement/upgrade of said MDCs during the period July 1, 2017~~6~~
5 through June 30, 2018~~7~~.

6 ~~N-4. If, following the initial acquisition of MDCs referenced above, CITY requires~~
7 ~~MDCs for additional patrol cars or motorcycles designated for use in the~~
8 ~~CITY, or for CITY's Emergency Operations Center, COUNTY will purchase~~
9 ~~said additional MDCs. Upon demand by COUNTY, CITY will pay to~~
10 ~~COUNTY a) the full costs of acquisition and installation of said additional~~
11 ~~MDC's, and b) the full recurring costs for said MDCs, as deemed~~
12 ~~necessary by COUNTY, including the costs of maintenance, and~~
13 ~~contributions to a fund for replacement and upgrade of such MDCs when~~
14 ~~they become functionally or technologically obsolete. Said costs related to~~
15 ~~additional MDCs are not included in, and are in addition to, the costs set~~
16 ~~forth in Attachment G and the Maximum Obligation of CITY set forth in~~
17 ~~Subsection G-2 of this Agreement.~~

18 ~~N-5. COUNTY will replace and/or upgrade MDCs as needed. The costs of~~
19 ~~replacing/upgrading MDCs shall be paid by COUNTY from the~~
20 ~~replacement/upgrade funds to be paid by CITY in accordance with the~~
21 ~~foregoing. CITY shall not be charged any additional charge to replace or~~
22 ~~upgrade MDCs."~~

23 789. For the period July 1, 2017~~6~~ through June 30, 2018~~7~~, E-CITATION UNITS
24 Subsections O-3 ~~and O-4~~ of the Agreement ~~is~~are amended to read as follows:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment G and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷.”

~~Q-4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment G and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.”~~

~~810.~~ All other provisions of the Agreement, to the extent that they are not in conflict with this ~~SECOND~~^{FIRST} AMENDMENT TO AGREEMENT, remain unchanged

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IN WITNESS WHEREOF, the parties have executed the ~~FIRST~~ 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: _____