

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

THIS ~~THIRDSECOND~~ AMENDMENT TO AGREEMENT, entered into this First day of June 202~~32~~, 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, 202~~32~~, that certain Agreement between the parties commencing July 1, 2020, hereinafter referred to as the "Agreement".

1. For the period July 1, 202~~32~~ through June 30, 202~~43~~, REGULAR SERVICES BY COUNTY, Subsections C-4 and C-10 of the Agreement are 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, 202~~32~~ through June 30, 202~~43~~, is set forth in Attachment A, ~~and incorporated herein by this reference~~^[LA1].

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~~ ^[LA2] to increase or decrease the level of service set forth in Attachment A, 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 C ~~and incorporated herein by this reference~~, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the

1 current year's COUNTY law enforcement cost study. SHERIFF and CITY
 2 Manager shall file copies of any such amendments to this Agreement with
 3 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except for
 4 costs related to Sections G-3a and G-3b, changes Amendments to this
 5 Agreement executed by SHERIFF and CITY Manager may not, in the
 6 aggregate, increase or decrease the cost of services payable by CITY by
 7 more than one percent (1%) of the total cost originally set forth in
 8 Attachment C and the Maximum Obligation originally set forth in Subsection
 9 G-2 ~~for FY 20232-243.~~

10 Except for changes under Sections G-3a and G-3b, pPrior approval by
 11 COUNTY's Board of Supervisors and CITY's Council is required before
 12 execution of any amendment that brings the aggregate total of changes in
 13 costs payable by CITY to more than one percent (1%) of the total cost
 14 originally set forth in Attachment C and the Maximum Obligation originally
 15 set forth in Subsection G-2 for FY 202~~32~~-24~~3~~."

- 16 2. For the period Effective July 1, 202~~32~~ through June 30, 2024, BODY WORN
 17 CAMERA AND IN CAR VIDEO SubsectionECTION E-3 of the Agreement is
 18 amended to read as follows:

19 **"E. BODY WORN CAMERA AND IN CAR VIDEO:**

20 ~~1. As part of the law enforcement services provided to CITY, COUNTY has~~
 21 ~~provided, or will provide body worn cameras (hereinafter called "BWC") that will~~
 22 ~~be worn by SHERIFF's personnel and In-Car Video (hereinafter called "ICV")~~
 23 ~~that will be mounted in vehicles designated by SHERIFF for use within CITY~~
 24 ~~service area.~~

25 ~~2. SHERIFF has the exclusive right to use said BWC and ICV for law~~
 26 ~~enforcement services related to this Agreement.~~

27 **"E-3.** CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
 28 BWC and the acquisition and installation of ICV, and b) recurring costs, as

1 deemed necessary by COUNTY, including the costs of maintenance and
2 contributions to a fund for replacement and upgrade of such BWC and ICV
3 when they become functionally or technologically obsolete.

4 The costs to be paid by CITY for recurring costs, including maintenance and
5 replacement/upgrade of BWC and ICV, are included in the costs set forth in
6 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2
7 of this Agreement unless CITY has already paid such costs. ~~CITY shall not be
8 charged additional amounts for maintenance or replacement/upgrade of said
9 additional BWC and ICV during the period July 1, 2023~~2~~ through June 30,
10 2024~~3~~.~~

11 ~~4. If, following the initial acquisition of BWC and ICV referenced above, CITY
12 requires BWC and ICV for additional SHERIFF's personnel or vehicles
13 designated for use in the CITY service area, COUNTY will purchase said
14 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
15 COUNTY a) the full costs of acquisition of additional BWC and the full cost of
16 acquisition and installation of additional ICV, and b) the full recurring costs for
17 said BWC and ICV, as deemed necessary by COUNTY, including the costs of
18 maintenance, and contributions to a fund for replacement and upgrade of such
19 BWC and ICV when they become functionally or technologically obsolete. Said
20 costs related to additional BWC and ICV are not included in, and are in
21 addition to, the costs set forth in Attachment C and the Maximum Obligation of
22 CITY set forth in Subsection G-2 of this Agreement.~~

23 ~~5. County will replace and/or upgrade BWC and ICV as needed. The costs of
24 replacing/upgrade BWC and ICV shall be paid by COUNTY from the
25 replacement/upgrade funds to be paid by CITY in accordance with the
26 foregoing. CITY shall not be charged any additional charge to replace or
27 upgrade BWC and ICV after the cost of BWC and ICV set forth in Attachment~~

28

~~C and in Maximum Obligation set forth in G-2 has been established in any fiscal year without written notification to the CITY.~~^[LA3]

3. For the period July 1, 202~~32~~ through June 30, 202~~43~~, PAYMENT, Subsections G-2, G-3, G-5, G-6, and G-8 and G-10, of the Agreement are amended to read as follows:

"G-2. Unless the level of service as set forth in Attachment A, is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-3, the Maximum Obligation of CITY for services, other than Licensing Services, to be provided by the COUNTY for the period July 1, 202~~32~~ through June 30, 202~~43~~ shall be \$~~12,122,216~~11,750,062, as set forth in Attachment C.

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

G-3a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the FY 202~~32~~-2~~43~~ cost set forth in Attachment C nor in the FY 202~~32~~-2~~43~~ Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased cost for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases to the extent such increases are attributable to work performed by such personnel during the period July 1, 202~~32~~ through June 30, 202~~43~~,

1 and CITY's Maximum Obligation hereunder shall be deemed to have
2 increased accordingly. CITY shall pay COUNTY in full for such increases
3 on a pro-rata basis over the portion of the period between July 1, 202~~32~~
4 and June 30, 202~~43~~ remaining after COUNTY notifies CITY that
5 increases are payable.

6 If the changes result in the COUNTY incurring or becoming obligated to pay
7 for decreased costs for or on account of personnel whose costs are
8 included in the calculations of costs charged to CITY hereunder, COUNTY
9 shall reduce the amount owed by the CITY to the extent such decreases
10 are attributable to work performed by such personnel during the period
11 July 1, 202~~32~~ through June 30, 202~~43~~, and CITY's Maximum Obligation
12 hereunder shall be deemed to have decreased accordingly. COUNTY shall
13 reduce required payment by CITY in full for such decreases on a pro-rata
14 basis over the portion of the period between July 1, 202~~32~~ and
15 June 30, 202~~43~~ remaining after COUNTY notifies CITY that the Maximum
16 Obligation has decreased.

17 G-3b. If CITY is required to pay for increases as set forth in Subsection G-3a
18 above, COUNTY, at the request of CITY, will thereafter reduce the level of
19 service to be provided to CITY as set forth in Attachment C of this
20 Agreement to a level that will make the Maximum Obligation of CITY
21 hereunder for the period July 1, 202~~32~~ through June 30, 202~~43~~ an amount
22 specified by CITY that is equivalent to or higher than the Maximum
23 Obligation set forth in Subsection G-2 for said period at the time this
24 Agreement originally was executed. The purpose of such adjustment of
25 service levels will be to give CITY the option of keeping its Maximum
26 Obligation hereunder at the pre-increase level or at any other higher or
27 lower level specified by CITY. In the event of such reduction in level of
28 service and adjustment of costs, the parties shall execute an amendment to

1 this Agreement so providing. Decisions about how to reduce the level of
2 service provided to CITY shall be made by SHERIFF with the approval of
3 CITY.

4 G-5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
5 Obligation of CITY. If a determination is made that increases described in
6 Subsection G-2 must be paid, COUNTY thereafter shall include the pro-rata
7 charges for such increases in its monthly invoices to CITY for the balance
8 of the period between July 1, 202~~3~~² and June 30, 202~~4~~³.

9 ~~5. G-6.~~ CITY shall pay COUNTY in accordance with COUNTY Board of
10 Supervisors' approved County Billing Policy, ~~which is attached hereto as~~
11 Attachment D, ~~and incorporated herein by this reference.~~

12 G-8. As payment for the Licensing Services described in Subsection C-8 of this
13 Agreement, COUNTY shall retain all fees paid by applicants to the County
14 for licenses, pursuant to CITY ordinances listed in Attachment B ~~hereto.~~
15 Retention of said fees by COUNTY shall constitute payment in full to
16 COUNTY for costs incurred by COUNTY in performing the functions related
17 to licensing described in Subsection C-8; provided, however, that if any of
18 said fees are waived or reduced by CITY, CITY shall pay to COUNTY the
19 difference between the amount of fees retained by COUNTY and the fees
20 that were set forth in the ordinances listed in Attachment B as of July 1,
21 202~~3~~². Should CITY increase the fee schedule for the licensing ordinances
22 set forth in Attachment B, either party shall have the right to seek
23 amendment of this Agreement with respect to the division of the increased
24 fees between CITY and COUNTY.

25 G-10. Narcotic asset forfeitures will be handled pursuant to Attachment E ~~hereto,~~
26 ~~which is incorporated herein by this reference.~~

27 ”

28

1 4 For the period July 1, 202~~32~~ through June 30, 202~~43~~, MOBILE DATA
2 COMPUTERS, Subsection N-3, of the Agreement is amended to read as
3 follows:

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

10 The costs to be paid by CITY for recurring costs, including maintenance
11 and replacement/upgrade of MDCs, are included in the costs set forth in
12 Attachment A and the Maximum Obligation of CITY set forth in Subsection
13 G-2 of this Agreement unless CITY has already paid such costs. ~~CITY shall
14 not be charged additional amounts for maintenance or
15 replacement/upgrade of said MDCs during the period July 1, 202~~32~~ through
16 June 30, 202~~43~~.~~ [LA4]

17 5. For the period July 1, 202~~32~~ through June 30, 202~~43~~, E-CITATION UNITS,
18 Subsection O-3, of the Agreement are amended to read as follows:

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

24 The costs to be paid by CITY for recurring costs, including maintenance
25 and replacement/upgrade of E-Citation units, are included in the costs set
26 forth in Attachment C and the Maximum Obligation of CITY set forth in
27 Subsection G-2 of this Agreement unless CITY has already paid such
28 costs. ~~CITY shall not be charged additional amounts for maintenance or~~

1 replacement/upgrade of said E-Citation units during the period July 1,
2 2023 through June 30, 2024.” [LA5]

3 66. Alteration of Terms -Section K, of the Agreement are amended to read as
4 follows:

5 This Agreement is comprised of this documents and Attachments A through G, which
6 are attached hereto and incorporated herein by reference. This Agreement fully
7 expresses all understanding of CITY and COUNTY with respect to the subject
8 matter of this Agreement and shall constitute the total Agreement between the
9 parties for these purposes. No addition to or alteration of the terms of this
10 Agreement, unless expressly provided herein, shall be valid unless made in writing,
11 formally approved and executed by duly authorized agents of both parties. For the
12 period July 1, 2023 through June 30, 2024, Attachments A and C are modified as
13 attached.

14 7. All other provisions of the Agreement, to the extent that they are not in conflict with
15 this ~~THIRDSECOND~~ AMENDMENT TO AGREEMENT, remain unchanged.

16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //

24 **IN WITNESS WHEREOF**, the parties have executed the ~~THIRDSECOND~~
25 AMENDMENT TO AGREEMENT in the County of Orange, State of California.

26 DATED: _____

27 CITY OF SAN JUAN CAPISTRANO

28 ATTEST: _____
City Clerk

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

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman 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: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF SAN JUAN CAPISTRANO
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)

ATTACHMENT A

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		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	16.00	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
Cadet	Extra Help		1,039 hours
TOTAL		31.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.67%
Deputy Sheriff II	Traffic	4.00	6.67%
Investigative Assistant	Traffic	2.00	6.67%
Office Specialist	Traffic	1.00	6.67%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	10.67%
Investigator	Auto Theft	2.00	10.67%
Investigative Assistant	Auto Theft	1.00	10.67%
Office Specialist	Auto Theft	1.00	10.67%
DET:			
Sergeant	DET	1.00	8.76%
Investigator	DET	1.00	8.75%
COURTS:			
Investigative Assistant	Courts	2.00	13.38%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF SAN JUAN CAPISTRANO**

ATTACHMENT C

**"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:				
Captain		1.00	\$ 433,756	\$ 433,756
SUPERVISION:				
Sergeant	Patrol	4.00	\$ 359,633	\$ 1,438,532
Sergeant	Administrative	1.00	\$ 359,633	\$ 359,633
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 355,121	\$ 710,242
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	16.00	\$ 299,297	\$ 4,788,752
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 304,160	\$ 608,320
ADDITIONAL SERVICES:				
Crime Prevention Specialist		1.00	\$ 116,655	\$ 116,655
Community Services Officer	Parking Control	2.00	\$ 144,284	\$ 288,568
Deputy Sheriff II	Community Support	1.00	\$ 299,297	\$ 299,297
Deputy Sheriff II	DET	1.00	\$ 299,297	\$ 299,297
Cadet	Extra Help			\$ 35,348
TOTAL POSITIONS		31.00		\$ 9,378,400

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.67%	\$ 18,602
Deputy Sheriff II	Traffic	4.00	6.37%	\$ 97,729
Investigative Assistant	Traffic	2.00	6.67%	\$ 20,981
Office Specialist	Traffic	1.00	6.67%	\$ 8,169
AUTO THEFT:				
Sergeant	Auto Theft	0.30	10.67%	\$ 14,850
Investigator	Auto Theft	2.00	10.67%	\$ 73,215
Investigative Assistant	Auto Theft	1.00	10.67%	\$ 16,909
Office Specialist	Auto Theft	1.00	10.67%	\$ 12,740
DET:				
Sergeant	DET	1.00	8.76%	\$ 36,772
Investigator	DET	1.00	8.76%	\$ 34,102
COURTS:				
Investigative Assistant	Courts	2.00	13.38%	\$ 39,884
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 30,493
TOTAL REGIONAL/SHARED		16.90		\$ 404,446

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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; E-Citation recurring costs for two (2) units; Enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for **nineteen (19)** units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, on-call pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees reimbursement; reimbursement for training and miscellaneous programs; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,339,370
TOTAL COST OF SERVICES (Subsection G-2)	\$ 12,122,216