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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 2022, 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, 2022, that certain Agreement between the parties commencing July 1, 2020, hereinafter referred to as the “Agreement”.

1. For the period July 1, 2022 through June 30, 2023, 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, 2022 through June 30, 2023, is set forth in Attachment A and incorporated herein by this reference.

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 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 current year’s

1 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
2 file copies of any such amendments to this Agreement with the Clerk of
3 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
4 Agreement executed by SHERIFF and CITY Manager may not, in the
5 aggregate, increase or decrease the cost of services payable by CITY by
6 more than one percent (1%) of the total cost originally set forth in
7 Attachment C and the Maximum Obligation originally set forth in Subsection
8 G-2 for FY 2022-23.

9 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
10 required before execution of any amendment that brings the aggregate total
11 of changes in costs payable by CITY to more than one percent (1%) of the
12 total cost originally set forth in Attachment C and the Maximum Obligation
13 originally set forth in Subsection G-2 for FY 2022-23."

- 14 2. Effective July 1, 2022, SECTION E of the Agreement is amended to read as
15 follows:

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

- 17 1. As part of the law enforcement services provided to CITY, COUNTY has
18 provided, or will provide body worn cameras (hereinafter called "BWC") that will
19 be worn by SHERIFF's personnel and In Car Video (hereinafter called "ICV")
20 that will be mounted in vehicles designated by SHERIFF for use within CITY
21 service area.
- 22 2. SHERIFF has the exclusive right to use said BWC and ICV for law
23 enforcement services related to this Agreement.
- 24 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
25 BWC and the acquisition and installation of ICV, and b) recurring costs, as
26 deemed necessary by COUNTY, including the costs of maintenance and
27 contributions to a fund for replacement and upgrade of such BWC and ICV
28 when they become functionally or technologically obsolete.

1 The costs to be paid by CITY for recurring costs, including maintenance and
2 replacement/upgrade of BWC and ICV, are included in the costs set forth in
3 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2
4 of this Agreement unless CITY has already paid such costs. CITY shall not be
5 charged additional amounts for maintenance or replacement/upgrade of said
6 additional BWC and ICV during the period July 1, 2022 through June 30, 2023.

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

19 5. County will replace and/or upgrade BWC and ICV as needed. The costs of
20 replacing/upgrade BWC and ICV shall be paid by COUNTY from the
21 replacement/upgrade funds to be paid by CITY in accordance with the
22 foregoing. CITY shall not be charged any additional charge to replace or
23 upgrade BWC and ICV after the cost of BWC and ICV set forth in Attachment
24 C and in Maximum Obligation set forth in G-2 has been established in any
25 fiscal year without written notification to the CITY."

26 3. For the period July 1, 2022 through June 30, 2023, PAYMENT, Subsections G-2,
27 G-3, G-5 and G-8, of the Agreement are amended to read as follows:

28

1 "G-2. Unless the level of service as set forth in Attachment A, is increased or
2 decreased by mutual agreement of the parties, or CITY is required to pay
3 for increases as set forth in Subsection G-3, the Maximum Obligation of
4 CITY for services, other than Licensing Services, to be provided by the
5 COUNTY for the period July 1, 2022 through June 30, 2023 shall be
6 \$11,750,062, as set forth in Attachment C.

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

12 G-3a. At the time this Agreement is executed, there may be unresolved issues
13 pertaining to potential changes in salaries and benefits for COUNTY
14 employees. The costs of such potential changes are not included in the
15 FY 2022-23 cost set forth in Attachment C nor in the FY 2022-23 Maximum
16 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
17 changes result in the COUNTY incurring or becoming obligated to pay for
18 increased cost for or on account of personnel whose costs are included in
19 the calculations of costs charged to CITY hereunder, CITY shall pay
20 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
21 of this Agreement, the full costs of said increases to the extent such
22 increases to the extent such increases are attributable to work performed by
23 such personnel during the period July 1, 2022 through June 30, 2023, and
24 CITY's Maximum Obligation hereunder shall be deemed to have increased
25 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
26 rata basis over the portion of the period between July 1, 2022 and
27 June 30, 2023 remaining after COUNTY notifies CITY that increases are
28 payable.

1 If the changes result in the COUNTY incurring or becoming obligated to pay
2 for decreased costs for or on account of personnel whose costs are
3 included in the calculations of costs charged to CITY hereunder, COUNTY
4 shall reduce the amount owed by the CITY to the extent such decreases
5 are attributable to work performed by such personnel during the period
6 July 1, 2022 through June 30, 2023, and CITY's Maximum Obligation
7 hereunder shall be deemed to have decreased accordingly. COUNTY shall
8 reduce required payment by CITY in full for such decreases on a pro-rata
9 basis over the portion of the period between July 1, 2022 and
10 June 30, 2023 remaining after COUNTY notifies CITY that the Maximum
11 Obligation has decreased.

12 G-3b. If CITY is required to pay for increases as set forth in Subsection G-3a
13 above, COUNTY, at the request of CITY, will thereafter reduce the level of
14 service to be provided to CITY as set forth in Attachment C of this
15 Agreement to a level that will make the Maximum Obligation of CITY
16 hereunder for the period July 1, 2022 through June 30, 2023 an amount
17 specified by CITY that is equivalent to or higher than the Maximum
18 Obligation set forth in Subsection G-2 for said period at the time this
19 Agreement originally was executed. The purpose of such adjustment of
20 service levels will be to give CITY the option of keeping its Maximum
21 Obligation hereunder at the pre-increase level or at any other higher or
22 lower level specified by CITY. In the event of such reduction in level of
23 service and adjustment of costs, the parties shall execute an amendment to
24 this Agreement so providing. Decisions about how to reduce the level of
25 service provided to CITY shall be made by SHERIFF with the approval of
26 CITY.

27 G-5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
28 Obligation of CITY. If a determination is made that increases described in

1 Subsection G-2 must be paid, COUNTY thereafter shall include the pro-rata
2 charges for such increases in its monthly invoices to CITY for the balance
3 of the period between July 1, 2022 and June 30, 2023.

4 G-8. As payment for the Licensing Services described in Subsection C-8 of this
5 Agreement, COUNTY shall retain all fees paid by applicants to the County
6 for licenses, pursuant to CITY ordinances listed in Attachment B hereto.
7 Retention of said fees by COUNTY shall constitute payment in full to
8 COUNTY for costs incurred by COUNTY in performing the functions related
9 to licensing described in Subsection C-8; provided, however, that if any of
10 said fees are waived or reduced by CITY, CITY shall pay to COUNTY the
11 difference between the amount of fees retained by COUNTY and the fees
12 that were set forth in the ordinances listed in Attachment B as of July 1,
13 2022. Should CITY increase the fee schedule for the licensing ordinances
14 set forth in Attachment B, either party shall have the right to seek
15 amendment of this Agreement with respect to the division of the increased
16 fees between CITY and COUNTY.”

17 4 For the period July 1, 2022 through June 30, 2023, MOBILE DATA
18 COMPUTERS, Subsection N-3, of the Agreement is amended to read as
19 follows:

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

26 The costs to be paid by CITY for recurring costs, including maintenance
27 and replacement/upgrade of MDCs, are included in the costs set forth in
28 Attachment A 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
3 replacement/upgrade of said MDCs during the period July 1, 2022 through
4 June 30, 2023.”

5 5. For the period July 1, 2022 through June 30, 2023, E-CITATION UNITS,
6 Subsection O-3, of the Agreement are amended to read as follows:

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

12 The costs to be paid by CITY for recurring costs, including maintenance
13 and replacement/upgrade of E-Citation units, are included in the costs set
14 forth in Attachment C and the Maximum Obligation of CITY set forth in
15 Subsection G-2 of this Agreement unless CITY has already paid such
16 costs. CITY shall not be charged additional amounts for maintenance or
17 replacement/upgrade of said E-Citation units during the period July 1, 2022
18 through June 30, 2023.”

19 6. All other provisions of the Agreement, to the extent that they are not in conflict with
20 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: _____
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: *Nicole A. [Signature]*
Deputy

DATED: 4/21/22

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 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:			
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	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
Cadet	Extra Help		1,039 hours
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	5.79%
Deputy Sheriff II	Traffic	4.00	5.79%
Investigative Assistant	Traffic	2.00	5.79%
Office Specialist	Traffic	1.00	5.79%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.78%
Investigator	Auto Theft	2.00	4.78%
Investigative Assistant	Auto Theft	1.00	4.78%
Office Specialist	Auto Theft	1.00	4.78%
DET:			
Sergeant	DET	1.00	7.39%
Investigator	DET	1.00	7.39%
COURTS:			
Investigative Assistant	Courts	2.00	15.74%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.16%
TOTAL		16.90	

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 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:				
Captain		1.00	\$ 443,024	\$ 443,024
SUPERVISION:				
Sergeant	Patrol	4.00	\$ 370,408	\$ 1,481,632
Sergeant	Administrative	1.00	\$ 370,408	\$ 370,408
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 365,632	\$ 731,264
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 307,545	\$ 4,613,175
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 312,557	\$ 625,114
ADDITIONAL SERVICES:				
Crime Prevention Specialist		1.00	\$ 120,600	\$ 120,600
Community Services Officer	Parking Control	2.00	\$ 145,384	\$ 290,768
Deputy Sheriff II	Community Support	1.00	\$ 307,545	\$ 307,545
Deputy Sheriff II	DET	1.00	\$ 307,545	\$ 307,545
Cadet	Extra Help			\$ 34,137
TOTAL POSITIONS		30.00		\$ 9,325,212

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	5.79%	\$ 17,127
Deputy Sheriff II	Traffic	4.00	5.79%	\$ 88,118
Investigative Assistant	Traffic	2.00	5.79%	\$ 18,063
Office Specialist	Traffic	1.00	5.79%	\$ 7,030
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.78%	\$ 7,053
Investigator	Auto Theft	2.00	4.78%	\$ 33,117
Investigative Assistant	Auto Theft	1.00	4.78%	\$ 7,480
Office Specialist	Auto Theft	1.00	4.78%	\$ 5,599
DET:				
Sergeant	DET	1.00	7.39%	\$ 32,040
Investigator	DET	1.00	7.39%	\$ 29,701
COURTS:				
Investigative Assistant	Courts	2.00	15.74%	\$ 49,355
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.16%	\$ 31,936
TOTAL REGIONAL/SHARED		16.90		\$ 326,619

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 eighteen (18) 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; and retirement rate discount for FY 2022-23; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,098,231
TOTAL COST OF SERVICES (Subsection G-2)	\$ 11,750,062