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SECOND AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF GARDEN GROVE
AND THE
COUNTY OF ORANGE

THIS SECOND AMENDMENT TO AGREEMENT is entered into this First day of April 2023, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, 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, 2023, that certain Agreement between the parties commencing on July 1, 2021, hereinafter referred to as "Agreement".

1. For the period of July 1, 2023 through June 30, 2024, Subsection C-3e of the Agreement is amended to read as follows:

"C-3e. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$13,244. CITY will be charged at actual rates based upon position classification working overtime."

2. For the period of July 1, 2023 through June 30, 2024, Subsection E-2 and E-3 of the Agreement are amended to read as follows

"E-2. The cost of regular services, equipment and supplies provided by COUNTY for the period from July 1, 2023 through June 30, 2024 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel Costs:	
• Two (2) Lead Forensic Specialists	\$ 384,401
• One (1) Forensic Scientist III	\$ 256,343
• Aggregate Overtime	\$ 13,244
TOTAL COST	<u>\$ 640,743</u>

1 E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2023
2 through June 30, 2024, said invoices will require payment by City of
3 one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of
4 this Agreement.

5 The overtime hours included in the Agreement are only an estimate.
6 SHERIFF shall notify CITY of actual overtime worked during each fiscal
7 year. If actual overtime worked is less than the budgeted amount,
8 SHERIFF shall provide a credit to the CITY. Prior to working overtime
9 which will exceed the annual budget, SHERIFF shall advise CITY of
10 anticipated hours over budget and receive CITY's concurrence to pay
11 additional cost. CHIEF OF POLICE for CITY is authorized to provide
12 concurrence to pay for the increased amount for overtime at the same
13 overtime billing rate in effect at the time the hours were worked."

14 3. For the period of July 1, 2023 through June 30, 2024, Subsection E-7 of the
15 Agreement is amended to read as follows:

16 "E-7. At the time this is executed, there may be unresolved issues pertaining to
17 potential increases or decreases in salaries and benefits for COUNTY
18 employees. The cost of such potential increases or decreases are not
19 included in the Fiscal Year 2023-24 costs set forth in Subsection E-2 of this
20 Agreement. If COUNTY incurs or becomes obligated to pay for any such
21 increases for or on account of personnel whose costs are included in the
22 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
23 in addition to the cost of service set forth in Subsection E-2 of this
24 Agreement, the full costs of said increases to the extent such increases are
25 attributable to work performed by such personnel after July 1, 2023, and
26 CITY's cost of service hereunder shall be deemed to have increased
27 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
28 rata basis over the portion of the period between July 1, 2023 and

1 **IN WITNESS WHEREOF**, the parties have executed the **SECOND**
2 **AMENDMENT TO AGREEMENT** in the County of Orange, State of California.

3
4 DATED: _____
5 CITY OF GARDEN GROVE

6
7 **ATTEST:** _____
8 City Clerk

9 BY: _____
10 Mayor

11 **APPROVED AS TO FORM:**

12
13 **BY:** _____
14 City Attorney

13 **BY:** _____
14 Chief of Police

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16
17 -----
18
19 **DATED:** _____

20
21
22
23 **BY:** _____
24 Sheriff-Coroner
25 County of Orange, California