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SIXTHFIFTH AMENDMENT TO AGREEMENT

**BETWEEN THE
CITY OF YORBA LINDA
AND THE
COUNTY OF ORANGE**

THIS SIXTHFIFTH AMENDMENT TO AGREEMENT, entered into this ~~twenty-first~~First day of ~~May~~August 20~~15~~14, which date is enumerated for purposes of reference only, by and between the CITY OF YORBA LINDA, 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, 2015~~September 20, 2014~~, that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as the "Agreement".

1. For the period July 1, 20~~15~~14 through June 30, 20~~16~~15, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement shall read as follows:

"Management:

- One (1) Lieutenant (Police Services Chief)

Supervision:

- Four (4) Sergeants - Patrol
(each 80 hours per two-week pay period)
- One half of one (0.50) Sergeant - Administrative
(40 hours per two-week pay period)

Investigation Services:

- One half of one (0.50) Sergeant - Investigative
(40 hours per two-week pay period)
- Three (3) Investigators
(each 80 hours per two-week pay period)

//

- 1 • One (1) Investigative Assistant
2 (80 hours per two-week pay period)

3 **Patrol Services:**

- 4 • Twenty-one (21) Deputy Sheriff IIs
5 (each 80 hours per two-week pay period)
6 Deployment to be determined by SHERIFF in cooperation with CITY
7 Manager.

8 **Traffic Services:**

- 9 • Three (3) Deputy Sheriff IIs - Motorcycle
10 (each 80 hours per two-week pay period)
11 Deployment to be determined by SHERIFF in cooperation with CITY
12 Manager.

13 **Community Support Unit:**

- 14 • One (1) Deputy Sheriff II – Community Services
15 (80 hours per two-week pay period)
16 • One (1) Deputy Sheriff II – School Resource Officer
17 (80 hours per two-week pay period)
18 • One (1) Crime Prevention Specialist
19 (80 hours per two-week pay period)
20 Deployment to be determined by SHERIFF in cooperation with CITY
21 Manager.

22 **Records and Other Services:**

- 23 • One (1) Office Specialist
24 (80 hours per two-week pay period)
25 • ~~One half of one (0.50) Senior Emergency Management~~
26 ~~Program Coordinator (for the period July 1, 2014 through~~
27 ~~September 19, 2014 only)~~
28 ~~(40 hours per two-week pay period)~~

Non-Sworn Parking and Traffic Enforcement:

- Two (2) Community Services Officers
(each 80 hours per two-week pay period)

Regional / ~~Shared Staff and Program Support Services:~~

- ~~5.395.73~~ percent of ~~sixtyfifty-five~~ one hundredths of one (~~0.6055~~)
Sergeant – Traffic
- ~~5.395.73~~ percent of four (4) Deputy Sheriff IIs – Traffic
- ~~5.395.73~~ percent of two (2) Investigative Assistants – Traffic
- ~~5.395.73~~ percent of one (1) Office Specialist – Traffic
- ~~8.535.40~~ percent of thirty one hundredths of one (~~0.30~~) Sergeant – Auto Theft
- ~~8.535.40~~ percent of two (2) Investigators – Auto Theft
- ~~8.535.40~~ percent of one (1) Investigative Assistant – Auto Theft
- ~~8.535.40~~ percent of one (1) Office Specialist – Auto Theft
- ~~9.389.68~~ percent of one half of one (0.50) Motorcycle Sergeant
- Extra help services as needed

2. For the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵, 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 acquisition and installation costs are detailed in the Letter of Understanding which is referenced in Section P. 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 Subsection G-2 and the Maximum Obligation of CITY set forth in
 2 Subsection G-3 of this Agreement. CITY shall not be charged additional
 3 amounts for maintenance or replacement/upgrade of said PVS during the
 4 period July 1, 20~~15~~14 through June 30, 20~~16~~15.”

5 **32.** For the period July 1, 20~~15~~14 through June 30, 20~~16~~15, PAYMENT, Subsections
 6 G-2 and G-3 of the Agreement are amended to read as follows:

7 “G-2. Unless the level of service described in Subsection C-4 is increased or
 8 decreased, or CITY is required to pay for increases as set forth in Subsection
 9 G-4, the cost of services described in Subsection C-4 of this Agreement,
 10 other than Licensing Services, to be provided by the COUNTY for the period
 11 July 1, 20~~15~~14 through June 30, 20~~16~~15, shall be as follows:

12 **SERVICE**

COST OF SERVICE

13 **Management:**

- 14 • One (1) Lieutenant (Police Services Chief)

15 @ \$~~311,443~~309,203/each

\$~~309,203~~311,443

16 **Supervision –Patrol and Administrative:**

- 17 • Four (4) Sergeants - Patrol

18 @ \$~~261,447~~270,068/each

\$~~1,045,788~~1,080,272

19 **SERVICE**

COST OF SERVICE

- 20 • One half of one (0.50) Sergeant - Administrative

21 @ \$~~261,452~~270,068/each

\$~~130,726~~135,034

22 **Investigation Services:**

- 23 • One half of one (0.50) Sergeant – Investigative

24 @ \$~~248,532~~257,960/each

\$~~124,266~~128,980

- 25 • Three (3) Investigators

26 @ \$~~230,302~~221,847/each

\$~~665,541~~690,906

- 27 • One (1) Investigative Assistant

28 @ \$~~107,195~~106,908/each

\$~~106,908~~107,195

Patrol/Traffic Services:

- Twenty-one (21) Deputy Sheriff IIs - Patrol
@ \$222,938,215,768/each \$4,681,698,453,128
- Three (3) Deputy Sheriff IIs - Motorcycle
@ \$228,121,221,236/each \$663,708,684,363

Community Services Unit:

- One (1) Deputy Sheriff II – Community Services
@ \$215,768,222,938/each \$215,768,222,938
- One (1) Deputy Sheriff II – School Resource Officer
@ \$215,768,222,938/each \$215,768,222,938
- One (1) Crime Prevention Specialist
@ \$91,839,91,477/each \$91,839,91,477

Records and Other Services:

- One (1) Office Specialist
@ \$84,475,83,858/each \$84,475,83,858

SERVICE**COST OF SERVICE**

- ~~• One half of one (0.50) Senior Emergency Management
Program Coordinator (for the period July 1, 2014 through
September 19, 2014 only)
@ \$131,874/each \$ 15,166~~

Non-Sworn Parking and Traffic Enforcement:

- Two (2) Community Services Officers
@ \$107,572,106,555/each \$215,144,213,110

Regional / Shared Staff and Program Support Services:

- 5.735.39% ~~of sixtyfive~~ one hundredths of one (0.6055)
Sergeant – Traffic
@ \$281,289,259,165/each \$ 8,168,909
- 5.395.73% of four (4) Deputy Sheriff IIs – Traffic

1	@ \$207,545 <u>245,706</u> /each	\$47,569 <u>52,974</u>
2	• 5.395.73 <u>5.395.73</u> % of two (2) Investigative Assistants – Traffic	
3	@ \$104,252 <u>115,074</u> /each	\$11,947 <u>12,405</u>
4	• 5.395.73 <u>5.395.73</u> % of one (1) Office Specialist – Traffic	
5	@ \$83,376 <u>92,928</u> /each	\$ 4,777 <u>5,009</u>
6	• 8.535.40 <u>8.535.40</u> % of thirty one hundredths of one (0.30)	
7	Sergeant – Auto Theft	
8	@ \$259,165 <u>280,513</u> /each	\$ 4,198 <u>7,178</u>
9	• 8.535.40 <u>8.535.40</u> % of two (2) Investigators – Auto Theft	
10	@ \$234,278 <u>251,035</u> /each	\$25,302 <u>42,827</u>
11	• 8.535.40 <u>8.535.40</u> % of one (1) Investigative Assistant – Auto Theft	
12	@ \$119,265 <u>142,707</u> /each	\$6,086 <u>10,173</u>
13	• 8.535.40 <u>8.535.40</u> % of one (1) Office Specialist – Auto Theft	
14	@ \$891,980 <u>3,460</u> /each	\$ 4,507 <u>7,846</u>
15	• 9.389.68 <u>9.389.68</u> % of one half of one (0.50) Motorcycle Sergeant	
16	@ \$292,290 <u>308,496</u> /each	\$14,147 <u>14,468</u>
17	• <u>Extra help services as needed</u>	\$ <u>50,000</u>
18	Other Charges and Credits:	\$465,828 <u>560,263</u>

19 **Charges:** Annual leave paydowns and apportionment of cost of leave
20 balances paid at end of employment; premium pay for bilingual staff;
21 contract administration; data line charges; direct services and
22 supplies; E-citation; enhanced helicopter response services; holiday
23 pay: comp and straight time; Integrated Law & Justice Agency of
24 Orange County; mobile data computer (MDC) recurring costs; on-call
25 pay; overtime; patrol training cost allocation; patrol video system
26 (PVS) recurring costs; retirement rate discount expenses (interest and
27 cost of issuance); training; transportation costs excluding fuel which
28 will be provided by CITY.

Credits: Local assistance funding; ~~r~~Retirement rate discount FY 201544-1645; reimbursement for training and miscellaneous programs; savings for response to unincorporated areas as defined in Subsection C-10.

TOTAL COST OF SERVICES \$

9,007,9579,426,452

G-3. Unless the level of service described in Subsection C-4 is increased or decreased, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, that are referenced in Subsection C-4 of this Agreement and rendered by COUNTY between July 1, 201544 and June 30, 201645, is \$9,426,4529,007,957."

43. For the period July 1, 201544 through June 30, 201645, PAYMENT, Subsections G-4a and G-4b, of the Agreement are amended to read as follows:

"G-4a. At the time this Agreement is executed, there are 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 201544-1645 cost set forth in Subsection G-2 nor in the FY 201544-1645 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs 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-3 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel during the period July 1, 201544 through June 30, 201645, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases

1 on a pro-rata basis over the portion of the period between July 1, 20~~15~~14
2 and June 30, 20~~16~~15 remaining after COUNTY notifies CITY that
3 increases are payable. If the changes result in the COUNTY incurring or
4 becoming obligated to pay for decreased costs for or on account of
5 personnel whose costs are included in the calculations of costs charged to
6 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
7 the extent such decreases are attributable to work performed by such
8 personnel during the period July 1, 20~~15~~14 through June 30, 20~~16~~15, and
9 CITY's Maximum Obligation hereunder shall be deemed to have
10 decreased accordingly. COUNTY shall reduce required payment by CITY
11 in full for such decreases on a pro-rata basis over the portion of the period
12 between July 1, 20~~15~~14 and June 30, 20~~16~~15 remaining after COUNTY
13 notifies CITY that the Maximum Obligation has decreased.

14 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
15 above, COUNTY, at the request of CITY, will thereafter reduce the level
16 of service to be provided to CITY pursuant to Subsection C-4 of this
17 Agreement to a level that will make the Maximum Obligation of CITY
18 hereunder for the period July 1, 20~~15~~14 through June 30, 20~~16~~15 an
19 amount specified by CITY that is equivalent to or higher or lower than the
20 Maximum Obligation set forth in Subsection G-3 for said period at the
21 time this Agreement originally was executed. The purpose of such
22 adjustment of service levels will be to give CITY the option of keeping its
23 Maximum Obligation hereunder at the pre-increase level or at any other
24 higher or lower level specified by CITY. In the event of such reduction in
25 level of service and adjustment of costs, the parties shall execute an
26 amendment to this Agreement so providing. Decisions about how to
27 reduce the level of service provided to CITY shall be made by SHERIFF
28 with the approval of CITY."

1 ~~55.~~ For the period July 1, 20~~15~~~~14~~ through June 30, 20~~16~~~~15~~, PAYMENT, Subsection
2 G-6, of the Agreement is amended to read as follows:

3 “G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
4 Obligation of CITY. If a determination is made that increases or
5 decreases described in Subsection G-4 must be paid or refunded,
6 COUNTY thereafter shall include the pro-rata charges or credits for such
7 increases or decreases in its monthly invoices to CITY for the balance of
8 the period between July 1, 20~~15~~~~14~~ and June 30, 20~~16~~~~15~~.”

9 6. For the period July 1, 2014 through June 30, 2015 TRAFFIC VIOLATOR
10 APPREHENSION PROGRAM Subsection M-3 of the Agreement is amended to
11 read as follows:

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

- 14 • ~~Ten~~~~Fifteen~~ one hundredths of one (~~0.1~~~~05~~) Sergeant
15 (~~8~~~~12~~ hours per two-week pay period)
- 16 • One (1) Staff Specialist
17 (80 hours per two-week pay period)
- 18 • One (1) Office Specialist
19 (80 hours per two-week pay period)”

20 7. For the period July 1, 20~~15~~~~14~~ through June 30, 20~~16~~~~15~~, MOBILE DATA
21 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

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

1 replacement/upgrade of MDCs, are included in the costs set forth in
2 Subsection G-2 and the Maximum Obligation of CITY set forth in
3 Subsection G-3 of this Agreement. CITY shall not be charged additional
4 amounts for maintenance or replacement/upgrade of said MDCs during
5 the period July 1, 201544 through June 30, 201645.”

6 8. For the period July 1, 2015 through June 30, 2016, E-CITATION UNITS Section R
7 of the Agreement is added to read as follows:

8 1. As part of the law enforcement services to be provided to CITY, COUNTY
9 has provided, or will provide, E-Citation units designated by COUNTY for
10 use within CITY limits.

11 2. SHERIFF has the exclusive right to use said E-Citation units for law
12 enforcement services related to this Agreement.

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

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of E-Citation units, are included in the costs set forth in
20 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
21 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
22 not be charged additional amounts for maintenance or replacement/upgrade
23 of said E-Citation units during the period July 1, 2015 through June 30,
24 2016.

25 4. If, following the initial acquisition of E-Citation units referenced above, CITY
26 requires E-Citation units designated for use in CITY, COUNTY will purchase
27 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to
28 COUNTY a) the full costs of acquisition of said additional E-Citation units,

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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 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

~~93~~. All other provisions of the Agreement, as previously amended, to the extent that they are not in conflict with this ~~SIXTH~~~~FIFTH~~ AMENDMENT TO AGREEMENT, remain unchanged.

//
//

IN WITNESS WHEREOF, the parties have executed the ~~SIXTH~~~~FIFTH~~ AMENDMENT in the County of Orange, State of California.

DATED: _____

CITY OF YORBA LINDA

ATTEST: _____
City Clerk

BY: _____
City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

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DATED: _____

COUNTY OF ORANGE

BY: _____

Chairman of the Board of
Supervisors

County of Orange, California

~~Signed and certified that a copy of this~~ SIGNED AND CERTIFIED THAT A COPY OF
~~THIS~~ THIS
~~Document has been delivered to the Chair~~ AGREEMENT HAS BEEN DELIVERED
~~TO THE CHAIR~~ TO THE CHAIR
~~OF THE BOARD PER~~ OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

Robin Stieler ~~Susan Novak~~
Interim Clerk of the Board ~~of Supervisors~~
County of Orange ~~County~~, California

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

BY: _____
Deputy

DATED: _____