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~~THIRD-FOURTH~~ AMENDMENT TO AGREEMENT

BETWEEN THE
CITY OF YORBA LINDA
AND THE
COUNTY OF ORANGE

THIS ~~FOURTH~~~~THIRD~~ AMENDMENT TO AGREEMENT, entered into this ~~xxFourth~~ day of ~~xxJune~~ 201~~43~~, 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, 201~~43~~, that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as the "Agreement".

1. For the period July 1, 201~~43~~ through June 30, 201~~54~~, 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)
- One (1) Investigative Assistant (~~effective October 1, 2013~~)
(80 hours per two-week pay period)

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Patrol Services:

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

Traffic Services:

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

Community Support Unit:

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

Records and Other Services:

- One (1) Office Specialist
(80 hours per two-week pay period)
- One half of one (0.50) Senior Emergency Management Program
Coordinator
(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)

1 **Regional and Program Support Services:**

- 2 • ~~5.738.69~~ of fifty-five one hundredths of one (.55)
- 3 Sergeant – Traffic~~percent of one half of one (0.50) Sergeant – Traffic~~
- 4 • ~~5.738.69~~ percent of fourthree (~~43~~) Deputy Sheriff IIs – Traffic
- 5 • ~~5.738.69~~ percent of twoone (~~21~~) Investigative Assistants – Traffic
- 6 • ~~5.738.69~~ percent of one (1) Office Specialist – Traffic
- 7 • ~~5.403.88~~ percent of thirty one hundredths of one (.30)
- 8 Sergeant – Auto Theft
- 9 ~~• percent of one fourth of one (0.25) Sergeant – Auto Theft~~
- 10 • ~~5.403.88~~ percent of two (2) Investigators – Auto Theft
- 11 • ~~5.403.88~~ percent of one (1) Investigative Assistant – Auto Theft
- 12 • ~~5.403.88~~ percent of one (1) Office Specialist – Auto Theft
- 13 ~~• .9.28 percent of three (3) Investigative Assistants – Court~~
- 14 ~~(Effective July 1, 2013 through September 30, 2013)~~
- 15 • ~~9.6810.00~~ percent of one half of one (0.50) Motorcycle Sergeant”

16 2. For the period July 1, 201~~43~~ through June 30, 201~~54~~, PATROL VIDEO SYSTEMS,
17 Subsection E-3 of the Agreement is amended to read as follows:

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

24 The costs to be paid by CITY for acquisition and installation costs are
25 detailed in the Letter of Understanding which is referenced in Section P. The
26 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 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection

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G-3 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 201~~43~~ through June 30, 201~~54~~.”

3. For the period July 1, 2013 through June 30, 2014, PAYMENT, Subsections G-2 and G-3 of the Agreement are amended to read as follows:

”G-2. 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 cost of services described in Subsection C-4 of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 201~~43~~ through June 30, 201~~54~~, shall be as follows:

SERVICE

COST OF SERVICE

Management:

- One (1) Lieutenant (Police Services Chief)
@ \$~~309,203~~~~297,105~~/each \$~~309,203~~~~297,105~~

Supervision –Patrol and Administrative:

- Four (4) Sergeants - Patrol
@ \$~~261,447~~~~270,013~~/each \$~~1,045,788~~~~1,080,052~~
- One half of one (0.50) Sergeant - Administrative
@ ~~261,447~~~~\$270,013~~/each \$~~1130,726~~~~35,007~~

Investigation Services:

- One half of one (0.50) Sergeant – Investigative
@ \$~~248,532~~~~255,639~~/each \$~~124,266~~~~127,820~~
- Three (3) Investigators
@ \$~~221,847~~~~219,642~~/each \$~~665,541~~~~658,926~~
- One (1) Investigative Assistant (~~effective October 1, 2013~~)
@ \$~~106,908~~~~103,339~~/each \$~~106,908~~~~77,506~~

Patrol/Traffic Services:

- Twenty-one (21) Deputy Sheriff IIs - Patrol

1	@ <u>\$215,768,221,719</u> /each	\$4, <u>531,128,656,099</u>
2	• Three (3) Deputy Sheriff IIs - Motorcycle	
3	@ <u>\$221,236,226,878</u> /each	<u>\$663,708,680,634</u>
4	Community Services Unit:	
5	• One (1) Deputy Sheriff II – Community Services	
6	@ <u>\$215,768,221,719</u> /each	<u>\$215,768,221,719</u>
7	• One (1) Deputy Sheriff II – School Resource Officer	
8	@ <u>\$215,768,221,719</u> /each	<u>\$215,768,221,719</u>
9	• One (1) Crime Prevention Specialist	
10	@ <u>\$92,960,91,839</u> /each	<u>\$91,839,92,960</u>
11	Records and Other Services:	
12	• One (1) Office Specialist	
13	@ <u>\$84,475,84,628</u> /each	\$ 84, <u>475,628</u>
14	• One half of one (0.50) <u>Senior</u> Emergency Management	
15	Program Coordinator	
16	@ <u>\$125,545,131,874</u> /each	<u>\$65,937,62,773</u>
17	Non-Sworn Parking and Traffic Enforcement:	
18	• Two (2) Community Services Officers	
19	@ <u>\$107,572,110,521</u> /each	<u>\$215,144,221,042</u>
20	Regional and Program Support Services:	
21	• 5.738.69% <u>fifty-five one hundredths of one of one half of one</u> (0.5 <u>50</u>)	
22	Sergeant – Traffic	
23	@ <u>\$259,165,251,989</u> /each	<u>\$8,168,10,949</u>
24	• 5.738.69% of <u>four three</u> (<u>43</u>) Deputy Sheriff IIs – Traffic	
25	@ <u>\$207,545,201,750</u> /each	<u>\$47,569,52,596</u>
26	• 5.738.69% of <u>two one</u> (<u>21</u>) Investigative Assistant <u>s</u> – Traffic	
27	@ <u>\$104,252,100,261</u> /each	<u>\$11,947,8,713</u>
28	• 5.738.69% of one (1) Office Specialist – Traffic	

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@ \$83,37681,249/each \$ 47,777061

- ~~5.403.88%~~ of thirty one hundredths of one of one fourth of one (0.3025)

Sergeant – Auto Theft

@ \$259,165251,989/each \$ 4,1982,444

- 5.403.88% of two (2) Investigators – Auto Theft

@ \$234,278224,762/each \$25,30217,442

Regional and Program Support Services: (Continued)

- ~~5.403.88%~~ of one (1) Investigative Assistant – Auto Theft

@ \$112,707101,790/each \$ 6,0863,949

- ~~5.43.88%~~ of one (1) Office Specialist – Auto Theft

@ \$83,46080,927/each \$ 4,5073,140

- ~~• 9.28% of three (3) Investigative Assistants – Court~~

~~(Effective July 1, 2013 through September 30, 2013)~~

~~@ \$106,001/each \$ 7,376~~

- ~~9.6810.00%~~ of one half of one (0.50) Motorcycle Sergeant

@ \$292,290278,389/each \$14,14713,919

Other Charges and Credits: \$465,828(105,960)

Charges: Annual leave paydowns and apportionment of leave balances

paid at end of employmen; pPremium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; holiday pay: comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol video system (PVS) recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs excluding fuel which will be provided by CITY.

1 **Credits:** Retirement rate discount FY 201~~43~~-154; reimbursement for
2 training and miscellaneous programs; savings for response to
3 unincorporated areas as defined in Subsection C-10.

4 **TOTAL COST OF SERVICES** **\$9,058,7288,639,619**

5 G-3. Unless the level of service described in Subsection C-4 is increased or
6 decreased, or CITY is required to pay for increases as set forth in
7 Subsection G-4, the Maximum Obligation of CITY for services, other than
8 Licensing Services, that are referenced in Subsection C-4 of this
9 Agreement and rendered by COUNTY between July 1, 201~~43~~ and June
10 30, 201~~54~~, is \$9,058,7288,639,619.”

11 4. For the period July 1, 201~~43~~ through June 30, 201~~54~~, PAYMENT, Subsection G-
12 4a and G-4b, of the Agreement are amended to read as follows:

13 “G-4a. At the time this Agreement is executed, there are unresolved issues
14 pertaining to potential changes in salaries and benefits for COUNTY
15 employees. The costs of such potential changes are not included in the
16 FY 201~~43~~-154 cost set forth in subsection G-2 nor in the FY 201~~43~~-154
17 Maximum Obligation of CITY set forth in Subsection G-3 of this
18 Agreement. If the changes result in the COUNTY incurring or becoming
19 obligated to pay for increased costs for or on account of personnel whose
20 costs are included in the calculations of costs charged to CITY hereunder,
21 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth
22 in Subsection G-3 of this Agreement, the full costs of said increases to the
23 extent such increases are attributable to work performed by such
24 personnel during the period July 1, 201~~43~~ through June 30, 201~~54~~, and
25 CITY’s Maximum Obligation hereunder shall be deemed to have
26 increased accordingly. CITY shall pay COUNTY in full for such increases
27 on a pro-rata basis over the portion of the period between July 1, 201~~43~~
28 and June 30, 201~~54~~ remaining after COUNTY notifies CITY that increases

1 are payable. If the changes result in the COUNTY incurring or becoming
2 obligated to pay for decreased costs for or on account of personnel whose
3 costs are included in the calculations of costs charged to CITY hereunder,
4 COUNTY shall reduce the amount owed by the CITY to the extent such
5 decreases are attributable to work performed by such personnel during
6 the period July 1, 201~~43~~⁵⁴ through June 30, 201~~54~~⁵⁴, and CITY's Maximum
7 Obligation hereunder shall be deemed to have decreased accordingly.
8 COUNTY shall reduce required payment by CITY in full for such
9 decreases on a pro-rata basis over the portion of the period between July
10 1, 201~~43~~⁵⁴ and June 30, 201~~54~~⁵⁴ remaining after COUNTY notifies CITY that
11 the Maximum Obligation has decreased.

12 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
13 above, COUNTY, at the request of CITY, will thereafter reduce the level
14 of service to be provided to CITY pursuant to Subsection C-4 of this
15 Agreement to a level that will make the Maximum Obligation of CITY
16 hereunder for the period July 1, 201~~43~~⁵⁴ through June 30, 201~~54~~⁵⁴ an
17 amount specified by CITY that is equivalent to or higher or lower than the
18 Maximum Obligation set forth in Subsection G-3 for said period at the
19 time this Agreement originally was executed. The purpose of such
20 adjustment of service levels will be to give CITY the option of keeping its
21 Maximum Obligation hereunder at the pre-increase level or at any other
22 higher or lower level specified by CITY. In the event of such reduction in
23 level of service and adjustment of costs, the parties shall execute an
24 amendment to this Agreement so providing. Decisions about how to
25 reduce the level of service provided to CITY shall be made by SHERIFF
26 with the approval of CITY."

27 5. ~~Effective July 1, 2013 PAYMENT Subsection G-4C is inoperative.~~

1 6. For the period July 1, 201~~43~~ through June 30, 201~~54~~, PAYMENT, Subsection G-
2 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, 201~~43~~ and June 30, 201~~54~~.”

9 7. ~~For the period July 1, 2014 through June 30, 2015 Effective July 1, 2013~~ TRAFFIC
10 VIOLATOR APPREHENSION PROGRAM Subsection M-3 of the Agreement is
11 amended to 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 • ~~Fifteen one hundredths of one (.15) One fourth of one (.1525)~~ Sergeant
15 (~~1220~~ hours per two-week pay period)
- 16 • One (1) Staff Specialist
17 (80 hours per two-week pay period)
- 18 • ~~One (1) Information Processing Specialist~~
19 ~~(80 hours per two-week pay period)~~
- 20 • ~~One (1) Investigative Assistant~~
21 ~~(80 hours per two-week pay period)~~
- 22 • One (1) Office Specialist
23 (80 hours per two-week pay period)”

24 8. For the period July 1, 201~~43~~ through June 30, 201~~54~~, MOBILE DATA
25 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

26 “N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
27 and installation of MDCs that are or will be mounted in patrol vehicles
28 and motorcycles assigned to CITY, and b) recurring costs, as deemed

1 necessary by COUNTY, including the costs of maintenance and
2 contributions to a fund for replacement and upgrade of such MDCs when
3 they become functionally or technologically obsolete. The costs to be
4 paid by CITY for recurring costs, including maintenance and
5 replacement/upgrade of MDCs, are included in the costs set forth in
6 Subsection G-2 and the Maximum Obligation of CITY set forth in
7 Subsection G-3 of this Agreement. CITY shall not be charged additional
8 amounts for maintenance or replacement/upgrade of said MDCs during
9 the period July 1, 201~~43~~ through June 30, 201~~54~~.”

10 9. All other provisions of the Agreement, as previously amended, to the extent that
11 they are not in conflict with this ~~FOURTH~~^{THIRD} AMENDMENT TO
12 AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the **THIRD 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

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair of the Board of Supervisors

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

Susan Novak
Clerk of the Board of Supervisors
of Orange County, California

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

BY: _____
Deputy

DATED: _____