

~~EIGHTH-NINTH~~ AMENDMENT TO AGREEMENT**BETWEEN THE****CITY OF YORBA LINDA****AND THE****COUNTY OF ORANGE**

THIS ~~EIGHTH-NINTH~~ AMENDMENT TO AGREEMENT, entered into this First day of ~~September~~ May 2017~~6~~, 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 that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as the "Agreement".

WITNESSETH:

~~WHEREAS, CITY wishes to add an Office Specialist and delete a Crime Prevention Specialist from the services provided by SHERIFF, effective December 9, 2016, and the SHERIFF is agreeable to such changes.~~

~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

~~1. For the period July 1, 2017 through June 30, 2018, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:~~

~~1. "C-4. The level of service to be provided by COUNTY, for the period July 1, 2017 through June 30, 2018 is set forth in Attachment H and incorporated herein by this reference."~~

~~2. 3Effective July 1, 2017, REGULAR SERVICES BY COUNTY, Subsection C-9 of the Agreement is amended to read as follows:~~

~~"C-9. 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~~

1 set forth in Attachment H, when SHERIFF and CITY Manager mutually
2 agree that such increase or decrease in the level of service is appropriate.
3 Any such amendment to the Agreement shall concomitantly increase or
4 decrease the cost of services payable by CITY set forth in Attachment I
5 and incorporated herein by this reference, and the Maximum Obligation of
6 CITY set forth in Subsection G-2, in accordance with the current year's
7 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
8 file copies of any such amendments to this Agreement with the Clerk of
9 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
10 Agreement executed by SHERIFF and CITY Manager may not, in the
11 aggregate, increase or decrease the cost of services payable by CITY by
12 more than one percent (1%) of the total cost originally set forth in
13 Attachment I and the Maximum Obligation originally set forth in Subsection
14 G-2.

15 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
16 required before execution of any amendment that brings the aggregate
17 total of changes in costs payable by CITY to more than one percent (1%)
18 of the total cost originally set forth in Attachment I and the Maximum
19 Obligation originally set forth in Subsection G-2 of this Agreement."

20 ~~REGULAR SERVICES BY COUNTY, REGULAR SERVICES BY COUNTY,~~
21 ~~Attachment H to the Agreement, is amended to delete a Crime Prevention~~
22 ~~Specialist and add an Office Specialist, effective December 9, 2016, to the level~~
23 ~~of service provided by SHERIFF. Attachment H, as amended and attached~~
24 ~~hereto, is incorporated in the Agreement by this reference.~~

25 3. For the period July 1, 2017 through June 30, 2018, PATROL VIDEO SYSTEMS,
26 Subsection E-3 of the Agreement is amended to read as follows:
27 "E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
28 and installation of Patrol Video Systems that are or will be mounted in

1 patrol vehicles assigned to CITY, and b) recurring costs, as deemed
2 necessary by COUNTY, including the costs of maintenance and
3 contributions to a fund for replacement and upgrade of such PVS when
4 they become functionally or technologically obsolete.

5 The costs to be paid by CITY for acquisition and installation costs are
6 detailed in the Letter of Understanding which is referenced in Section P.
7 The costs to be paid by CITY for recurring costs, including maintenance
8 and replacement/upgrade of PVS, are included in the costs set forth in
9 Attachment I and the Maximum Obligation of CITY set forth in Subsection
10 G-2 of this Agreement. CITY shall not be charged additional amounts for
11 maintenance or replacement/upgrade of said PVS during the period July 1,
12 2017 through June 30, 2018”.

13 4. For the period July 1, 2017 to June 30, 2018, PAYMENT, Subsections G-2, G-4
14 and G-4b of the Agreement are ~~is~~ amended to read as follows:

15 “G-2. Unless the level of service as set forth in Attachment H is increased or
16 decreased by mutual agreement of parties, or CITY is required to pay for
17 increases as set forth in Subsection G-4, the Maximum Obligation of CITY
18 for services, other than Licensing Services, set forth in Attachment H of this
19 Amendment, to be provided by the COUNTY for the period July 1, 2017~~6~~
20 through June 30, 2018~~7~~, shall be \$~~10,441,3649,830,552~~ as set forth in
21 Attachment I.

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

27 G-4a. At the time this Agreement is executed, there are unresolved issues
28 pertaining to potential changes in salaries and benefits for COUNTY

1 employees. The costs of such potential changes are not included in the
2 FY 2017-18 cost set forth in Attachment I nor in the FY 2017-18 Maximum
3 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
4 changes result in the COUNTY incurring or becoming obligated to pay for
5 increased costs for or on account of personnel whose costs are included in
6 the calculations of costs charged to CITY hereunder, CITY shall pay
7 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
8 of this Agreement, the full costs of said increases to the extent such
9 increases are attributable to work performed by such personnel during the
10 period July 1, 2017 through June 30, 2018, and CITY's Maximum Obligation
11 hereunder shall be deemed to have increased accordingly. CITY shall pay
12 COUNTY in full for such increases on a pro-rata basis over the portion of
13 the period between July 1, 2017 and June 30, 2018 remaining after
14 COUNTY notifies CITY that increases are payable. If the changes result in
15 the COUNTY incurring or becoming obligated to pay for decreased costs for
16 or on account of personnel whose costs are included in the calculations of
17 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
18 by the CITY to the extent such decreases are attributable to work
19 performed by such personnel during the period July 1, 2017 through June
20 30, 2018, and CITY's Maximum Obligation hereunder shall be deemed to
21 have decreased accordingly. COUNTY shall reduce required payment by
22 CITY in full for such decreases on a pro-rata basis over the portion of the
23 period between July 1, 2017 and June 30, 2018 remaining after COUNTY
24 notifies CITY that the Maximum Obligation has decreased.

25 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
26 above, COUNTY, at the request of CITY, will thereafter reduce the level of
27 service to be provided to CITY as set forth in Attachment H of this
28 Agreement to a level that will make the Maximum Obligation of CITY

1 hereunder for the period July 1, 2017 through June 30, 2018 an amount
2 specified by CITY that is equivalent to or higher or lower than the Maximum
3 Obligation set forth in Subsection G-2 for said period at the time this
4 Agreement originally was executed. The purpose of such adjustment of
5 service levels will be to give CITY the option of keeping its Maximum
6 Obligation hereunder at the pre-increase level or at any other higher or
7 lower level specified by CITY. In the event of such reduction in level of
8 service and adjustment of costs, the parties shall execute an amendment
9 to this Agreement so providing. Decisions about how to reduce the level of
10 service provided to CITY shall be made by SHERIFF with the approval of
11 CITY.”

12 5. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsection G-6,
13 of the Agreement is amended to read as follows:

14 “G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
15 Obligation of CITY. If a determination is made that increases or decreases
16 described in Subsection G-4 must be paid or refunded, COUNTY
17 thereafter shall include the pro-rata charges or credits for such increases
18 or decreases in its monthly invoices to CITY for the balance of the period
19 between July 1, 2017 and June 30, 2018.”

20 6. For the period July 1, 2017 through June 30, 2018 TRAFFIC VIOLATOR
21 APPREHENSION PROGRAM Subsection M-3 of the Agreement is amended to
22 read as follows:

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

- 25 • Ten one hundredths of one (0.10) Sergeant
26 _____ (8 hours per two-week pay period)
- 27 • One (1) Staff Specialist
28 _____ (80 hours per two-week pay period)

- One (1) Office Specialist
(80 hours per two-week pay period)”

7. For the period July 1, 2017 through June 30, 2018, MOBILE DATA COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

“N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles 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 MDCs when they become functionally or technologically obsolete. The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment I and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2017 through June 30, 2018.”

~~8~~10. For the period July 1, 2017 through June 30, 2018, E-CITATION UNITS Subsection Q-3 of the Agreement is amended to read as follows:

“Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are 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 E-Citation units when they become functionally or technologically obsolete.

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

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

of said E-Citation units during the period July 1, 2017 through June 30, 2018”.

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

IN WITNESS WHEREOF, the parties have executed the NIN~~IGH~~TH AMENDMENT in the County of Orange, State of California.

DATED: _____

ATTEST: _____

CITY OF YORBA LINDA

City Clerk

BY: _____

City Manager

APPROVED AS TO FORM:

BY: _____

City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____

Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS

1 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
2 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

3 Attest:

4 _____
5 Robin Stieler
6 Clerk of the Board
7 County of Orange, California

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

11 BY: _____
12 Deputy

13 DATED: _____
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

