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SEVENTHSIXTH AMENDMENT TO AGREEMENT **BETWEEN THE** 2 CITY OF YORBA LINDA 3 AND THE 4 **COUNTY OF ORANGE** 5 6 THIS SEVENTHIXTH AMENDMENT TO AGREEMENT, entered into this First day of May 20165, which date is enumerated for purposes of reference 8 only, by and between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" 9 and the COUNTY OF ORANGE, a political subdivision of the State of California, 10 hereinafter referred to as "COUNTY," to amend, effective July 1, 20165, that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as 12 the "Agreement". 13 1. For the periodEffective July 1, 20165 through June 30, 2016, REGULAR 14 SERVICES BY COUNTY, Subsections C-4 and C-5 of the Agreement are 15 amended to shall read as follows: "C-4. The level of service to be provided by COUNTY, for the period July 1, 2016 through June 30, 2017, is set forth in Attachment H and incorporated herein by 18 this reference. 19 "Management: One (1) Lieutenant (Police Services Chief) Supervision: Four (4) Sergeants - Patrol 23 (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 28

1	(40 hours per two-week pay period)
2	• Three (3) Investigators
3	(each 80 hours per two-week pay period)
4	#
5	One (1) Investigative Assistant
6	(80 hours per two-week pay period)
7	Patrol Services:
8	Twenty-one (21) Deputy Sheriff IIs
9	(each 80 hours per two-week pay period)
10	Deployment to be determined by SHERIFF in cooperation with CITY
11	Manager.
12	Traffic Services:
13	 Three (3) Deputy Sheriff IIs - Motorcycle
14	(each 80 hours per two-week pay period)
15	Deployment to be determined by SHERIFF in cooperation with CITY
16	Manager.
17	Community Support Unit:
18	One (1) Deputy Sheriff II – Community Services
19	(80 hours per two-week pay period)
20	 One (1) Deputy Sheriff II – School Resource Officer
21	(80 hours per two-week pay period)
22	One (1) Crime Prevention Specialist
23	(80 hours per two-week pay period)
24	Deployment to be determined by SHERIFF in cooperation with CITY
25	Manager.
26	Records and Other Services:
27	One (1) Office Specialist
28	(80 hours per two-week pay period)

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Non-Sworn Parking and Traffic Enforcement:

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

Regional / Shared Staff:

- 5.39 percent of sixty one hundredths of one (0.60) Sergeant Traffic
- 5.39 percent of four (4) Deputy Sheriff IIs Traffic
- 5.39 percent of two (2) Investigative Assistants Traffic
- 5.39 percent of one (1) Office Specialist Traffic
- 8.53 percent of thirty one hundredths of one (0.30) Sergeant Auto Theft
- 8.53 percent of two (2) Investigators Auto Theft
- 8.53 percent of one (1) Investigative Assistant Auto Theft
- 8.53 percent of one (1) Office Specialist Auto Theft
- 9.38 percent of one half of one (0.50) Motorcycle Sergeant
- Extra help services as needed
- C-5. For any services listed in Attachment H of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the COUNTY or other City or Cities which contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly."
- 2. Effective July 1, 2016, ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY, Section D of this Agreement is amended to read as follows:
 - 4. "D-1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that

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is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment H of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

D-2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the

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services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

- D-3. Supplemental services for events operated by public entities on non-2. CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
- D-4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment H of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount

computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

Sheriff shall bill City immediately after said services are rendered.

- D-5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment I and incorporated herein by this reference and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment I and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY."
- 3. For the period July 1, 20165 through June 30, 20176, PATROL VIDEO SYSTEMS, Subsections E-3 and E-4 of the Agreement areis 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 Subsection G-2Attachment I and the Maximum Obligation of CITY set forth in Subsection G-23 of this Agreement. CITY shall not be charged additional

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amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 20165 through June 30, 20176.

E-4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition for said PVS, as deemed necessary by COUNTY, including the cost of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment I and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement."

43. For the period July 1, 20165 through June 30, 20176, PAYMENT, Subsections G-2 and G-3 of the Agreement isare amended to read as follows:

"G-2. Unless the level of service as set forth in Attachment H described in Subsection C-4 is increased or decreased, by mutual agreement of parties, or CITY is required to pay for increases as set forth in Subsection G-4G-34, the Maximum Obligation of CITY for services, the cost of services described in Subsection C-4 of this Agreement, other than Licensing Services, set forth in Attachment H of this Amendment, to be provided by the COUNTY for the period July 1, 20165 through June 30, 20176, shall be \$9,835,159 as set forth in Attachment Ifollows:"

SERVICE

COST OF SERVICE

Management:

 One (1) Lieutenant (Police Services Chief) @ \$311,443/each

Supervision –Patrol and Administrative:

311.443

Four (4) Sergeants - Patrol

1	@ \$270,068/each	\$ 1,080,272
2	 One half of one (0.50) Sergeant - Administrative 	
3	@ \$270,068/each	\$ 135,034
4	Investigation Services:	
5	 One half of one (0.50) Sergeant – Investigative 	
6	@ \$257,960/each	\$ 128,980
7	Three (3) Investigators	
8	@ \$230,302/each	\$ 690,906
9	One (1) Investigative Assistant	
10	@ \$107,195/each	\$ 107,195
11	Patrol/Traffic Services:	
12	 Twenty-one (21) Deputy Sheriff IIs - Patrol 	
13	@ \$222,938/each	\$ 4,681,698
14	Three (3) Deputy Sheriff IIs - Motorcycle	
15	@ \$228,121/each	\$ 684,363
15 16		\$ 684,363 ST OF SERVICE
16	SERVICE COS	
16 17	SERVICE Community Services Unit:	
16 17 18	SERVICE Community Services Unit: One (1) Deputy Sheriff II Community Services	ST OF SERVICE
16 17 18 19	SERVICE Community Services Unit: One (1) Deputy Sheriff II Community Services @ \$222,938/each	ST OF SERVICE
16 17 18 19 20	SERVICE Community Services Unit: One (1) Deputy Sheriff II Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer	\$ 222,938
16 17 18 19 20 21	Community Services Unit: One (1) Deputy Sheriff II — Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each	\$ 222,938
16 17 18 19 20 21 22	SERVICE Community Services Unit: One (1) Deputy Sheriff II Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each One (1) Crime Prevention Specialist	\$ 222,938 \$ 222,938
16 17 18 19 20 21 22 23	SERVICE Community Services Unit: One (1) Deputy Sheriff II — Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each One (1) Crime Prevention Specialist @ \$91,477/each	\$ 222,938 \$ 222,938
16 17 18 19 20 21 22 23 24	SERVICE Community Services Unit: One (1) Deputy Sheriff II — Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each One (1) Crime Prevention Specialist @ \$91,477/each Records and Other Services:	\$ 222,938 \$ 222,938
16 17 18 19 20 21 22 23 24 25	SERVICE Community Services Unit: One (1) Deputy Sheriff II — Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each One (1) Crime Prevention Specialist @ \$91,477/each Records and Other Services: One (1) Office Specialist	\$ 222,938 \$ 222,938 \$ 21,477
16 17 18 19 20 21 22 23 24 25 26	SERVICE Community Services Unit: One (1) Deputy Sheriff II — Community Services @ \$222,938/each One (1) Deputy Sheriff II — School Resource Officer @ \$222,938/each One (1) Crime Prevention Specialist @ \$91,477/each Records and Other Services: One (1) Office Specialist @ \$83,858/each	\$ 222,938 \$ 222,938 \$ 21,477

1	@ \$106,555/each \$ 213,110
2	Regional / Shared Staff:
3	• 5.39% of sixty one hundredths of one (0.60)
4	Sergeant - Traffic
5	@ \$281,289/each \$ 9,097
6	• 5.39% of four (4) Deputy Sheriff IIs - Traffic
7	@ \$245,706/each \$ 52,974
8	• 5.39% of two (2) Investigative Assistants - Traffic
9	@ \$115,074/each \$ 12,405
10	• 5.39% of one (1) Office Specialist - Traffic
11	@ \$92,928/each \$ 5,009
12	• 8.53% of thirty one hundredths of one (0.30)
13	Sergeant - Auto Theft
14	@ \$280,513/each \$ 7,178
15	<i>#</i>
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16	SERVICE COST OF SERVICE
	SERVICE • 8.53% of two (2) Investigators Auto Theft
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16 17	8.53% of two (2) Investigators — Auto Theft
16 17 18	• 8.53% of two (2) Investigators Auto Theft @ \$251,035/each \$ 42,827
16 17 18 19	8.53% of two (2) Investigators — Auto Theft 8.53% of two (2) Investigators — Auto Theft 8.53% of one (1) Investigative Assistant — Auto Theft
16 17 18 19 20	• 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each
16 17 18 19 20 21	 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each \$ 42,827 8.53% of one (1) Investigative Assistant — Auto Theft @ \$119,265/each \$ 10,173 8.53% of one (1) Office Specialist — Auto Theft
16 17 18 19 20 21 22	• 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each
16 17 18 19 20 21 22 23	 ■ 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each \$ 42,827 ■ 8.53% of one (1) Investigative Assistant — Auto Theft @ \$119,265/each \$ 10,173 ■ 8.53% of one (1) Office Specialist — Auto Theft @ \$91,980/each \$ 7,846 ■ 9.38% of one half of one (0.50) Motorcycle Sergeant
16 17 18 19 20 21 22 23 24	 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each
16 17 18 19 20 21 22 23 24 25	 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each 8.53% of one (1) Investigative Assistant — Auto Theft @ \$119,265/each 8.53% of one (1) Office Specialist — Auto Theft @ \$91,980/each 9.38% of one half of one (0.50) Motorcycle Sergeant @ \$308,496/each Extra help services as needed 50,000
16 17 18 19 20 21 22 23 24 25 26	• 8.53% of two (2) Investigators — Auto Theft @ \$251,035/each

contract administration; data line charges; direct services and supplies; E-citation; enhanced helicopter response services; heliday pay: comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol training cost allocation; 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.

<u>Credits</u>: Local assistance funding; retirement rate discount FY 2015-16; reimbursement for training and miscellaneous programs; savings for response to unincorporated areas as defined in Subsection C-10.

TOTAL COST OF SERVICES \$ 9,426,452

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, 2015 and June 30, 2016, is \$9,426,452."

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

54. Effective July 1, 2016 PAYMENT, Subsection G-3 of the Agreement is deleted.

654. For the period July 1, 20165 through June 30, 20176, PAYMENT, Subsections G-4aG-34a and G-4bG-34b, of the Agreement are amended to read as follows:

"G-4aG-34a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for

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COUNTY employees. The costs of such potential changes are not included in the FY 20165-176 cost set forth in Subsection G-2Attachment I nor in the FY 20165-176 Maximum Obligation of CITY set forth in Subsection G-23 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-23 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, 20165 through June 30, 20176, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 20165 and June 30, 20176 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 20165 through June 30, 20176, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 20165 and June 30, 20176 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

G-4bG-34b. If CITY is required to pay for increases as set forth in Subsection G-4aG-34a above, COUNTY, at the request of CITY, will thereafter

C-4as set forth in Attachment H of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 20165 through June 30, 20176 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-23 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY."

75. For the period July 1, 20165 through June 30, 20176, PAYMENT, Subsection 6-56, of the Agreement is amended to read as follows:

"G-6G-65. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum Obligation of CITY. If a determination is made that increases or decreases described in Subsection G-4G-34 must be paid or refunded, COUNTY thereafter shall include the pro-rata charges or credits for such increases or decreases in its monthly invoices to CITY for the balance of the period between July 1, 20165 and June 30, 20176."

876. For the period July 1, 20165 through June 30, 20176 TRAFFIC VIOLATOR APPREHENSION PROGRAM Subsections M-3, M-4 and M-5 of the Agreement areis amended to read as follows:

- "M-3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten-Fifteen one hundredths of one (0.150) Sergeant
 (128 hours per two-week pay period) [wu1]

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

(80 hours per two-week pay period)

One (1) Staff Specialist

M-4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain preapproval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by the CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by

 fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

987. For the period July 1, 20165 through June 30, 20176, MOBILE DATA COMPUTERS, Subsections N-3 and N-4 of the Agreement areis 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 Subsection G-2Attachment I and the Maximum Obligation of CITY set forth in Subsection G-23 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 20165 through June 30, 20176."

N-4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for

use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs.

Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDC's, and b) the full recurring costs for said MDCs, 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. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment I and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement."

108. For the period July 1, 20165 through June 30, 20176, E-CITATION UNITS Subsections Q-3 and Q-4 of the Agreement are is added amended to read as follows:

"Q. E-CITATION UNITS:

- 1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
- 2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
 - 3. 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

Subsection G-2Attachment I and the Maximum Obligation of CITY set forth in Subsection G-23 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 20165 through June 30, 20176.

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

Q. E-CITATION UNITS: (Continued)

E-Citation units are not included in, and are in addition to, the costs set forth in Subsection G-2Attachment I and the Maximum Obligation of CITY set forth in Subsection G-23 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."
- 119. All other provisions of the Agreement, as previously amended, to the extent that they are not in conflict with this SEVENTHIXTH AMENDMENT TO AGREEMENT, remain unchanged.

Attach	ment B - Redline Version of Previous Amend	dment Page 17 of 18				
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8	IN WITNESS WHEREOF	, the parties have executed the SEVENTHIXT	Γ⊨			
9	AMENDMENT in the County of Orange	, State of California.				
10		DATED:				
11	4.77507	CITY OF YORBA LINDA				
12	ATTEST: City Clerk					
13		BY:				
14		City Manager				
15		APPROVED AS TO FORM:				
16		BY:				
17		City Attorney				
18						
19	DATED:					
20						
21	COUNTY OF ORANGE					
22	BY:					
23	Chair <u>wo</u> man of the Board of Supervisors					
24	County of Orange, California					
25	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					
26						
27	Attest:					
28						
	Pa	ge 17 of 18				

Robin Stieler Interim Clerk of the Board County of Orange, California APPROVED AS TO FORM: Office of the County Counsel Orange County of Orange, California BY:_ Deputy DATED: