

~~FOURTH~~FIFTH AMENDMENT TO AGREEMENT**BETWEEN THE****CITY OF YORBA LINDA****AND THE****COUNTY OF ORANGE**

THIS ~~FOURTH~~FIFTH AMENDMENT TO AGREEMENT, entered into this ~~First twenty-first~~ day of ~~May~~August 2014, 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~~ 4September 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, 2014 through June 30, 2015, 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 term July 1, 2014 through September
27 19, 2014 only)
28 (40 hours per two-week pay period)

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

Non-Sworn Parking and Traffic Enforcement:

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

Regional and Program Support Services:

- 5.73 percent of fifty-five one hundredths of one (.55) Sergeant – Traffic
- 5.73 percent of four (4) Deputy Sheriff IIs – Traffic
- 5.73 percent of two (2) Investigative Assistants – Traffic
- 5.73 percent of one (1) Office Specialist – Traffic
- 5.40 percent of thirty one hundredths of one (.30) Sergeant – Auto Theft
- 5.40 percent of two (2) Investigators – Auto Theft
- 5.40 percent of one (1) Investigative Assistant – Auto Theft
- 5.40 percent of one (1) Office Specialist – Auto Theft
- 9.68 percent of one half of one (0.50) Motorcycle Sergeant”

~~2. For the period July 1, 2014 through June 30, 2015, 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 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection 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, 2014 through June 30, 2015.”~~

2.3. For the period July 1, 2014 through June 30, 2015, 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, 2014 through June 30, 2015, shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
----------------	------------------------

Management:

- | | |
|--|------------|
| <ul style="list-style-type: none"> • One (1) Lieutenant (Police Services Chief) <li style="padding-left: 20px;">@ \$309,203/each | \$ 309,203 |
|--|------------|

Supervision –Patrol and Administrative:

- | | |
|--|--------------|
| <ul style="list-style-type: none"> • Four (4) Sergeants - Patrol <li style="padding-left: 20px;">@ \$261,447/each | \$ 1,045,788 |
| <ul style="list-style-type: none"> • One half of one (0.50) Sergeant - Administrative <li style="padding-left: 20px;">@ \$261,452/each | \$ 130,726 |

Investigation Services:

- | | |
|---|------------|
| <ul style="list-style-type: none"> • One half of one (0.50) Sergeant – Investigative <li style="padding-left: 20px;">@ \$248,532/each | \$ 124,266 |
| <ul style="list-style-type: none"> • Three (3) Investigators <li style="padding-left: 20px;">@ \$221,847/each | \$ 665,541 |
| <ul style="list-style-type: none"> • One (1) Investigative Assistant <li style="padding-left: 20px;">@ \$106,908/each | \$ 106,908 |

Patrol/Traffic Services:

- | | |
|---|--------------|
| <ul style="list-style-type: none"> • Twenty-one (21) Deputy Sheriff IIs - Patrol <li style="padding-left: 20px;">@ \$215,768/each | \$ 4,531,128 |
|---|--------------|

<u>SERVICE</u>	<u>COST OF SERVICE</u>
----------------	------------------------

- | | |
|---|--|
| <ul style="list-style-type: none"> • Three (3) Deputy Sheriff IIs - Motorcycle | |
|---|--|

1	@ \$221,236/each	\$ 663,708
2	Community Services Unit:	
3	• One (1) Deputy Sheriff II – Community Services	
4	@ \$215,768/each	\$ 215,768
5	• One (1) Deputy Sheriff II – School Resource Officer	
6	@ \$215,768/each	\$ 215,768
7	• One (1) Crime Prevention Specialist	
8	@ \$91,839/each	\$ 91,839
9	Records and Other Services:	
10	• One (1) Office Specialist	
11	@ \$84,475/each	\$ 84,475
12	• One half of one (0.50) Senior Emergency Management	
13	Program Coordinator <u>(for the period term July 1, 2014 through</u>	
14	<u>September 19, 2014 only)</u>	
15	@ \$131,874/each	\$ <u>15,16665,937</u>
16	Non-Sworn Parking and Traffic Enforcement:	
17	• Two (2) Community Services Officers	
18	@ \$107,572/each	\$ 215,144
19	Regional and Program Support Services:	
20	• 5.73% fifty-five one hundredths of one (0.55)	
21	Sergeant – Traffic	
22	@ \$259,165/each	\$ 8,168
23	• 5.73% of four (4) Deputy Sheriff IIs – Traffic	
24	@ \$207,545/each	\$ 47,569
25	• 5.73% of two (2) Investigative Assistants – Traffic	
26	@ \$104,252/each	\$ 11,947
27	• 5.73% of one (1) Office Specialist – Traffic	
28	@ \$83,376/each	\$ 4,777

Regional and Program Support Services: (Continued)

1			
2	• 5.40% of thirty one hundredths of one (0.30)		
3	Sergeant – Auto Theft		
4	@ \$259,165/each	\$	4,198
5	• 5.40% of two (2) Investigators – Auto Theft		
6	@ \$234,278/each	\$	25,302
7	• 5.40% of one (1) Investigative Assistant – Auto Theft		
8	@ \$112,707/each	\$	6,086
9	• 5.40% of one (1) Office Specialist – Auto Theft		
10	@ \$83,460/each	\$	4,507
11	• 9.68% of one half of one (0.50) Motorcycle Sergeant		
12	@ \$292,290/each	\$	14,147
13	Other Charges and Credits:	\$	465,828

Charges: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium 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.

Credits: Retirement rate discount FY 2014-15; reimbursement for training and miscellaneous programs; savings for response to unincorporated areas as defined in Subsection C-10.

TOTAL COST OF SERVICES **\$9,00758,957728**

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

1 Subsection G-4, the Maximum Obligation of CITY for services, other than
2 Licensing Services, that are referenced in Subsection C-4 of this
3 Agreement and rendered by COUNTY between July 1, 2014 and June 30,
4 2015, is \$9,00758,957728.”

5 ~~4. For the period July 1, 2014 through June 30, 2015, PAYMENT, Subsections G-4a
6 and G-4b, of the Agreement are amended to read as follows:~~

7 ~~“G-4a. At the time this Agreement is executed, there are unresolved
8 issues pertaining to potential changes in salaries and benefits for
9 COUNTY employees. The costs of such potential changes are not
10 included in the FY 2014-15 cost set forth in Subsection G-2 nor in the FY
11 2014-15 Maximum Obligation of CITY set forth in Subsection G-3 of this
12 Agreement. If the changes result in the COUNTY incurring or becoming
13 obligated to pay for increased costs for or on account of personnel whose
14 costs are included in the calculations of costs charged to CITY hereunder,
15 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth
16 in Subsection G-3 of this Agreement, the full costs of said increases to the
17 extent such increases are attributable to work performed by such
18 personnel during the period July 1, 2014 through June 30, 2015, and
19 CITY’s Maximum Obligation hereunder shall be deemed to have
20 increased accordingly. CITY shall pay COUNTY in full for such increases
21 on a pro-rata basis over the portion of the period between July 1, 2014
22 and June 30, 2015 remaining after COUNTY notifies CITY that increases
23 are payable. If the changes result in the COUNTY incurring or becoming
24 obligated to pay for decreased costs for or on account of personnel whose
25 costs are included in the calculations of costs charged to CITY hereunder,
26 COUNTY shall reduce the amount owed by the CITY to the extent such
27 decreases are attributable to work performed by such personnel during
28 the period July 1, 2014 through June 30, 2015, and CITY’s Maximum~~

1 ~~Obligation hereunder shall be deemed to have decreased accordingly.~~
2 ~~COUNTY shall reduce required payment by CITY in full for such~~
3 ~~decreases on a pro-rata basis over the portion of the period between~~
4 ~~July 1, 2014 and June 30, 2015 remaining after COUNTY notifies CITY~~
5 ~~that the Maximum Obligation has decreased.~~

6 ~~G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a~~
7 ~~above, COUNTY, at the request of CITY, will thereafter reduce the level~~
8 ~~of service to be provided to CITY pursuant to Subsection C-4 of this~~
9 ~~Agreement to a level that will make the Maximum Obligation of CITY~~
10 ~~hereunder for the period July 1, 2014 through June 30, 2015 an amount~~
11 ~~specified by CITY that is equivalent to or higher or lower than the~~
12 ~~Maximum Obligation set forth in Subsection G-3 for said period at the~~
13 ~~time this Agreement originally was executed. The purpose of such~~
14 ~~adjustment of service levels will be to give CITY the option of keeping its~~
15 ~~Maximum Obligation hereunder at the pre-increase level or at any other~~
16 ~~higher or lower level specified by CITY. In the event of such reduction in~~
17 ~~level of service and adjustment of costs, the parties shall execute an~~
18 ~~amendment to this Agreement so providing. Decisions about how to~~
19 ~~reduce the level of service provided to CITY shall be made by SHERIFF~~
20 ~~with the approval of CITY."~~

21 ~~5. For the period July 1, 2014 through June 30, 2015, PAYMENT, Subsection G-6,~~
22 ~~of the Agreement is amended to read as follows:~~

23 ~~"G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum~~
24 ~~Obligation of CITY. If a determination is made that increases or~~
25 ~~decreases described in Subsection G-4 must be paid or refunded,~~
26 ~~COUNTY thereafter shall include the pro-rata charges or credits for such~~
27 ~~increases or decreases in its monthly invoices to CITY for the balance of~~
28 ~~the period between July 1, 2014 and June 30, 2015."~~

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

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

6 ~~• Fifteen one hundredths of one (.15) Sergeant~~

7 ~~(12 hours per two-week pay period)~~

8 ~~• One (1) Staff Specialist~~

9 ~~(80 hours per two-week pay period)~~

10 ~~• One (1) Office Specialist~~

11 ~~(80 hours per two-week pay period)”~~

12 ~~7. For the period July 1, 2014 through June 30, 2015, MOBILE DATA COMPUTERS,~~
13 ~~Subsection N-3 of the Agreement is amended to read as follows:~~

14 ~~“N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and~~
15 ~~installation of MDCs that are or will be mounted in patrol vehicles and motorcycles~~
16 ~~assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY,~~
17 ~~including the costs of maintenance and contributions to a fund for replacement and~~
18 ~~upgrade of such MDCs when they become functionally or technologically obsolete.~~
19 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
20 ~~replacement/upgrade of MDCs, are included in the costs set forth in Subsection G-~~
21 ~~2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this~~
22 ~~Agreement. CITY shall not be charged additional amounts for maintenance or~~
23 ~~replacement/upgrade of said MDCs during the period July 1, 2014 through June 30,~~
24 ~~2015.”~~

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

28 //

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

IN WITNESS WHEREOF, the parties have executed the ~~FIFTH~~FOURTH 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: _____