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

**THIS FOURTH AMENDMENT TO AGREEMENT**, entered into this First day of May 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 1, 2014, that certain Agreement between the parties dated the 17<sup>th</sup> 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)

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

**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)

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1           **Non-Sworn Parking and Traffic Enforcement:**

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

4           **Regional and Program Support Services:**

- 5           • 5.73 percent of fifty-five one hundredths of one (.55) Sergeant – Traffic  
6           • 5.73 percent of four (4) Deputy Sheriff IIs – Traffic  
7           • 5.73 percent of two (2) Investigative Assistants – Traffic  
8           • 5.73 percent of one (1) Office Specialist – Traffic  
9           • 5.40 percent of thirty one hundredths of one (.30) Sergeant – Auto Theft  
10          • 5.40 percent of two (2) Investigators – Auto Theft  
11          • 5.40 percent of one (1) Investigative Assistant – Auto Theft  
12          • 5.40 percent of one (1) Office Specialist – Auto Theft  
13          • 9.68 percent of one half of one (0.50) Motorcycle Sergeant”

- 14   2. For the period July 1, 2014 through June 30, 2015, PATROL VIDEO SYSTEMS,  
15   Subsection E-3 of the Agreement is amended to read as follows:

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

22   The costs to be paid by CITY for acquisition and installation costs are  
23   detailed in the Letter of Understanding which is referenced in Section P. The  
24   costs to be paid by CITY for recurring costs, including maintenance and  
25   replacement/upgrade of PVS, are included in the costs set forth in  
26   Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
27   G-3 of this Agreement. CITY shall not be charged additional amounts for  
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1 maintenance or replacement/upgrade of said PVS during the period  
2 July 1, 2014 through June 30, 2015.”

3 3. For the period July 1, 2014 through June 30, 2015, PAYMENT, Subsections G-2  
4 and G-3 of the Agreement are amended to read as follows:

5 “G-2. 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 Subsection  
7 G-4, the cost of services described in Subsection C-4 of this Agreement,  
8 other than Licensing Services, to be provided by the COUNTY for the period  
9 July 1, 2014 through June 30, 2015, shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Management:</b>	
• One (1) Lieutenant (Police Services Chief) @ \$309,203/each	\$ 309,203
<b>Supervision –Patrol and Administrative:</b>	
• Four (4) Sergeants - Patrol @ \$261,447/each	\$ 1,045,788
• One half of one (0.50) Sergeant - Administrative @ \$261,452/each	\$ 130,726
<b>Investigation Services:</b>	
• One half of one (0.50) Sergeant – Investigative @ \$248,532/each	\$ 124,266
• Three (3) Investigators @ \$221,847/each	\$ 665,541
• One (1) Investigative Assistant @ \$106,908/each	\$ 106,908
<b>Patrol/Traffic Services:</b>	
• Twenty-one (21) Deputy Sheriff IIs - Patrol @ \$215,768/each	\$ 4,531,128

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**SERVICE**

**COST OF SERVICE**

• Three (3) Deputy Sheriff IIs - Motorcycle  
@ \$221,236/each \$ 663,708

**Community Services Unit:**

• One (1) Deputy Sheriff II – Community Services  
@ \$215,768/each \$ 215,768

• One (1) Deputy Sheriff II – School Resource Officer  
@ \$215,768/each \$ 215,768

• One (1) Crime Prevention Specialist  
@ \$91,839/each \$ 91,839

**Records and Other Services:**

• One (1) Office Specialist  
@ \$84,475/each \$ 84,475

• One half of one (0.50) Senior Emergency Management  
Program Coordinator  
@ \$131,874/each \$ 65,937

**Non-Sworn Parking and Traffic Enforcement:**

• Two (2) Community Services Officers  
@ \$107,572/each \$ 215,144

**Regional and Program Support Services:**

• 5.73% fifty-five one hundredths of one (0.55)  
Sergeant – Traffic  
@ \$259,165/each \$ 8,168

• 5.73% of four (4) Deputy Sheriff IIs – Traffic  
@ \$207,545/each \$ 47,569

• 5.73% of two (2) Investigative Assistants – Traffic  
@ \$104,252/each \$ 11,947

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1 **Regional and Program Support Services: (Continued)**

- 2 • 5.73% of one (1) Office Specialist – Traffic
- 3 @ \$83,376/each \$ 4,777
- 4 • 5.40% of thirty one hundredths of one (0.30)
- 5 Sergeant – Auto Theft
- 6 @ \$259,165/each \$ 4,198
- 7 • 5.40% of two (2) Investigators – Auto Theft
- 8 @ \$234,278/each \$ 25,302
- 9 • 5.40% of one (1) Investigative Assistant – Auto Theft
- 10 @ \$112,707/each \$ 6,086
- 11 • 5.40% of one (1) Office Specialist – Auto Theft
- 12 @ \$83,460/each \$ 4,507
- 13 • 9.68% of one half of one (0.50) Motorcycle Sergeant
- 14 @ \$292,290/each \$ 14,147

15 **Other Charges and Credits:** \$ 465,828

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

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

28 **TOTAL COST OF SERVICES \$ 9,058,728**

1 G-3. Unless the level of service described in Subsection C-4 is increased or  
2 decreased, or CITY is required to pay for increases as set forth in  
3 Subsection G-4, the Maximum Obligation of CITY for services, other than  
4 Licensing Services, that are referenced in Subsection C-4 of this  
5 Agreement and rendered by COUNTY between July 1, 2014 and June 30,  
6 2015, is \$9,058,728.”

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

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

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

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

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

25 "G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum  
26 Obligation of CITY. If a determination is made that increases or  
27 decreases described in Subsection G-4 must be paid or refunded,  
28 COUNTY thereafter shall include the pro-rata charges or credits for such

1 increases or decreases in its monthly invoices to CITY for the balance of  
2 the period between July 1, 2014 and June 30, 2015.”

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

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

- 8 • Fifteen one hundredths of one (.15) Sergeant  
9 (12 hours per two-week pay period)
- 10 • One (1) Staff Specialist  
11 (80 hours per two-week pay period)
- 12 • One (1) Office Specialist  
13 (80 hours per two-week pay period)”

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

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

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1 8. All other provisions of the Agreement, as previously amended, to the extent that  
2 they are not in conflict with this FOURTH AMENDMENT TO AGREEMENT,  
3 remain unchanged.

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