

1 **FIFTH AMENDMENT TO AGREEMENT**  
2 **BETWEEN THE**  
3 **CITY OF YORBA LINDA**  
4 **AND THE**  
5 **COUNTY OF ORANGE**  
6

7 **THIS FIFTH AMENDMENT TO AGREEMENT**, entered into this twenty-  
8 first day of August 2014, which date is enumerated for purposes of reference only, by  
9 and between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the  
10 COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter  
11 referred to as "COUNTY," to amend, effective September 20, 2014, that certain  
12 Agreement between the parties dated the 17<sup>th</sup> of July 2012, hereinafter referred to as  
13 the "Agreement".

14 1. For the period July 1, 2014 through June 30, 2015, REGULAR SERVICES BY  
15 COUNTY, Subsection C-4 of the Agreement shall read as follows:

16 **"Management:**

- 17 • One (1) Lieutenant (Police Services Chief)

18 **Supervision:**

- 19 • Four (4) Sergeants - Patrol  
20 (each 80 hours per two-week pay period)
- 21 • One half of one (0.50) Sergeant - Administrative  
22 (40 hours per two-week pay period)

23 **Investigation Services:**

- 24 • One half of one (0.50) Sergeant - Investigative  
25 (40 hours per two-week pay period)
- 26 • Three (3) Investigators  
27 (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 (for the period July 1, 2014 through  
September 19, 2014 only)  
(40 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 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, 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:

**SERVICE**

**COST OF SERVICE**

**Management:**

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

**Supervision –Patrol and Administrative:**

- Four (4) Sergeants - Patrol  
@ \$261,447/each \$ 1,045,788

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	<u>SERVICE</u>	<u>COST OF SERVICE</u>
1		
2	• One half of one (0.50) Sergeant - Administrative	
3	@ \$261,452/each	\$ 130,726
4	<b>Investigation Services:</b>	
5	• One half of one (0.50) Sergeant – Investigative	
6	@ \$248,532/each	\$ 124,266
7	• Three (3) Investigators	
8	@ \$221,847/each	\$ 665,541
9	• One (1) Investigative Assistant	
10	@ \$106,908/each	\$ 106,908
11	<b>Patrol/Traffic Services:</b>	
12	• Twenty-one (21) Deputy Sheriff IIs - Patrol	
13	@ \$215,768/each	\$ 4,531,128
14	• Three (3) Deputy Sheriff IIs - Motorcycle	
15	@ \$221,236/each	\$ 663,708
16	<b>Community Services Unit:</b>	
17	• One (1) Deputy Sheriff II – Community Services	
18	@ \$215,768/each	\$ 215,768
19	• One (1) Deputy Sheriff II – School Resource Officer	
20	@ \$215,768/each	\$ 215,768
21	• One (1) Crime Prevention Specialist	
22	@ \$91,839/each	\$ 91,839
23	<b>Records and Other Services:</b>	
24	• One (1) Office Specialist	
25	@ \$84,475/each	\$ 84,475
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**SERVICE**

**COST OF SERVICE**

• One half of one (0.50) Senior Emergency Management  
Program Coordinator (for the period July 1, 2014 through  
September 19, 2014 only)  
@ \$131,874/each \$ 15,166

**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
- 5.73% of one (1) Office Specialist – Traffic  
@ \$83,376/each \$ 4,777
- 5.40% of thirty one hundredths of one (0.30)  
Sergeant – Auto Theft  
@ \$259,165/each \$ 4,198
- 5.40% of two (2) Investigators – Auto Theft  
@ \$234,278/each \$ 25,302
- 5.40% of one (1) Investigative Assistant – Auto Theft  
@ \$112,707/each \$ 6,086
- 5.40% of one (1) Office Specialist – Auto Theft  
@ \$83,460/each \$ 4,507

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**SERVICE**

**COST OF SERVICE**

- 9.68% of one half of one (0.50) Motorcycle Sergeant  
@ \$292,290/each \$ 14,147

**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 \$ 9,007,957**

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, 2014 and June 30, 2015, is \$9,007,957.”

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

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**IN WITNESS WHEREOF**, the parties have executed the **FIFTH AMENDMENT** in the County of Orange, State of California.

DATED: Craig Young  
CITY OF YORBA LINDA

ATTEST: Marcia Brown  
City Clerk

BY: M. [Signature]  
City Manager

APPROVED AS TO FORM:  
BY: [Signature]  
City Attorney

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DATED: 9-30-14

COUNTY OF ORANGE  
BY: [Signature]  
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  
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: [Signature]  
Deputy

DATED: 8/29/14