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

THIS SIXTH AMENDMENT TO AGREEMENT, entered into this First day of May 2015, 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, 2015, that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as the "Agreement".

1. For the period July 1, 2015 through June 30, 2016, 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)

Non-Sworn Parking and Traffic Enforcement:

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

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1 **Regional / Shared Staff:**

- 2 • 5.39 percent of sixty one hundredths of one (0.60) Sergeant – Traffic
- 3 • 5.39 percent of four (4) Deputy Sheriff IIs – Traffic
- 4 • 5.39 percent of two (2) Investigative Assistants – Traffic
- 5 • 5.39 percent of one (1) Office Specialist – Traffic
- 6 • 8.53 percent of thirty one hundredths of one (0.30) Sergeant – Auto Theft
- 7 • 8.53 percent of two (2) Investigators – Auto Theft
- 8 • 8.53 percent of one (1) Investigative Assistant – Auto Theft
- 9 • 8.53 percent of one (1) Office Specialist – Auto Theft
- 10 • 9.38 percent of one half of one (0.50) Motorcycle Sergeant
- 11 • Extra help services as needed”

12 2. For the period July 1, 2015 through June 30, 2016, PATROL VIDEO SYSTEMS,
13 Subsection E-3 of the Agreement is amended to read as follows:

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

20 The costs to be paid by CITY for acquisition and installation costs are
21 detailed in the Letter of Understanding which is referenced in Section P.
22 The costs to be paid by CITY for recurring costs, including maintenance
23 and replacement/upgrade of PVS, 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 PVS during the
27 period July 1, 2015 through June 30, 2016.”

1 3. For the period July 1, 2015 through June 30, 2016, PAYMENT, Subsections G-2
2 and G-3 of the Agreement are amended to read as follows:

3 "G-2. Unless the level of service described in Subsection C-4 is increased or
4 decreased, or CITY is required to pay for increases as set forth in Subsection
5 G-4, the cost of services described in Subsection C-4 of this Agreement,
6 other than Licensing Services, to be provided by the COUNTY for the period
7 July 1, 2015 through June 30, 2016, shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Management:	
• One (1) Lieutenant (Police Services Chief) @ \$311,443/each	\$ 311,443
Supervision –Patrol and Administrative:	
• Four (4) Sergeants - Patrol @ \$270,068/each	\$ 1,080,272
• One half of one (0.50) Sergeant - Administrative @ \$270,068/each	\$ 135,034
Investigation Services:	
• One half of one (0.50) Sergeant – Investigative @ \$257,960/each	\$ 128,980
• Three (3) Investigators @ \$230,302/each	\$ 690,906
• One (1) Investigative Assistant @ \$107,195/each	\$ 107,195
Patrol/Traffic Services:	
• Twenty-one (21) Deputy Sheriff IIs - Patrol @ \$222,938/each	\$ 4,681,698
• Three (3) Deputy Sheriff IIs - Motorcycle @ \$228,121/each	\$ 684,363

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SERVICE

COST OF SERVICE

Community Services Unit:

- One (1) Deputy Sheriff II – Community Services
@ \$222,938/each \$ 222,938
- One (1) Deputy Sheriff II – School Resource Officer
@ \$222,938/each \$ 222,938
- One (1) Crime Prevention Specialist
@ \$91,477/each \$ 91,477

Records and Other Services:

- One (1) Office Specialist
@ \$83,858/each \$ 83,858

Non-Sworn Parking and Traffic Enforcement:

- Two (2) Community Services Officers
@ \$106,555/each \$ 213,110

Regional / Shared Staff:

- 5.39% of sixty one hundredths of one (0.60)
Sergeant – Traffic
@ \$281,289/each \$ 9,097
- 5.39% of four (4) Deputy Sheriff IIs – Traffic
@ \$245,706/each \$ 52,974
- 5.39% of two (2) Investigative Assistants – Traffic
@ \$115,074/each \$ 12,405
- 5.39% of one (1) Office Specialist – Traffic
@ \$92,928/each \$ 5,009
- 8.53% of thirty one hundredths of one (0.30)
Sergeant – Auto Theft
@ \$280,513/each \$ 7,178

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<u>SERVICE</u>	<u>COST OF SERVICE</u>
• 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	
@ \$308,496/each	\$ 14,468
• Extra help services as needed	\$ 50,000
Other Charges and Credits:	\$ 560,263

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; E-citation; 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 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.

Credits: 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

1 Licensing Services, that are referenced in Subsection C-4 of this
2 Agreement and rendered by COUNTY between July 1, 2015 and June 30,
3 2016, is \$9,426,452.”

- 4 4. For the period July 1, 2015 through June 30, 2016, PAYMENT, Subsections G-4a
5 and G-4b, of the Agreement are amended to read as follows:

6 “G-4a. At the time this Agreement is executed, there are unresolved issues
7 pertaining to potential changes in salaries and benefits for COUNTY
8 employees. The costs of such potential changes are not included in the
9 FY 2015-16 cost set forth in Subsection G-2 nor in the FY 2015-16
10 Maximum Obligation of CITY set forth in Subsection G-3 of this
11 Agreement. If the changes result in the COUNTY incurring or becoming
12 obligated to pay for increased costs for or on account of personnel whose
13 costs are included in the calculations of costs charged to CITY hereunder,
14 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth
15 in Subsection G-3 of this Agreement, the full costs of said increases to the
16 extent such increases are attributable to work performed by such
17 personnel during the period July 1, 2015 through June 30, 2016, and
18 CITY’s Maximum Obligation hereunder shall be deemed to have
19 increased accordingly. CITY shall pay COUNTY in full for such increases
20 on a pro-rata basis over the portion of the period between July 1, 2015
21 and June 30, 2016 remaining after COUNTY notifies CITY that increases
22 are payable. If the changes result in the COUNTY incurring or becoming
23 obligated to pay for decreased costs for or on account of personnel whose
24 costs are included in the calculations of costs charged to CITY hereunder,
25 COUNTY shall reduce the amount owed by the CITY to the extent such
26 decreases are attributable to work performed by such personnel during
27 the period July 1, 2015 through June 30, 2016, and CITY’s Maximum
28 Obligation hereunder shall be deemed to have decreased accordingly.

1 COUNTY shall reduce required payment by CITY in full for such
2 decreases on a pro-rata basis over the portion of the period between
3 July 1, 2015 and June 30, 2016 remaining after COUNTY notifies CITY
4 that the Maximum Obligation has decreased.

5 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
6 above, COUNTY, at the request of CITY, will thereafter reduce the level
7 of service to be provided to CITY pursuant to Subsection C-4 of this
8 Agreement to a level that will make the Maximum Obligation of CITY
9 hereunder for the period July 1, 2015 through June 30, 2016 an amount
10 specified by CITY that is equivalent to or higher or lower than the
11 Maximum Obligation set forth in Subsection G-3 for said period at the
12 time this Agreement originally was executed. The purpose of such
13 adjustment of service levels will be to give CITY the option of keeping its
14 Maximum Obligation hereunder at the pre-increase level or at any other
15 higher or lower level specified by CITY. In the event of such reduction in
16 level of service and adjustment of costs, the parties shall execute an
17 amendment to this Agreement so providing. Decisions about how to
18 reduce the level of service provided to CITY shall be made by SHERIFF
19 with the approval of CITY.”

20 5. For the period July 1, 2015 through June 30, 2016, PAYMENT, Subsection G-6,
21 of the Agreement is amended to read as follows:

22 “G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
23 Obligation of CITY. If a determination is made that increases or
24 decreases described in Subsection G-4 must be paid or refunded,
25 COUNTY thereafter shall include the pro-rata charges or credits for such
26 increases or decreases in its monthly invoices to CITY for the balance of
27 the period between July 1, 2015 and June 30, 2016.”

1 6. For the period July 1, 2015 through June 30, 2016 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
5 to fund the following positions, which will be assigned to the Program:

- 6 • Ten one hundredths of one (0.10) Sergeant
7 (8 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, 2015 through June 30, 2016, MOBILE DATA
13 COMPUTERS, 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
15 and installation of MDCs that are or will be mounted in patrol vehicles
16 and motorcycles assigned to CITY, and b) recurring costs, as deemed
17 necessary by COUNTY, including the costs of maintenance and
18 contributions to a fund for replacement and upgrade of such MDCs when
19 they become functionally or technologically obsolete. The costs to be
20 paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of MDCs, are included in the costs set forth in
22 Subsection G-2 and the Maximum Obligation of CITY set forth in
23 Subsection G-3 of this Agreement. CITY shall not be charged additional
24 amounts for maintenance or replacement/upgrade of said MDCs during
25 the period July 1, 2015 through June 30, 2016."

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1 8. For the period July 1, 2015 through June 30, 2016, E-CITATION UNITS Section Q
2 of the Agreement is added to read as follows:

3 **“Q. E-CITATION UNITS:**

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, E-Citation units designated by COUNTY for
6 use within CITY limits.
- 7 2. SHERIFF has the exclusive right to use said E-Citation units for law
8 enforcement services related to this Agreement.
- 9 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
10 E-Citation units that are assigned to CITY, and b) recurring costs, as deemed
11 necessary by COUNTY, including the costs of maintenance and contributions
12 to a fund for replacement and upgrade of such E-Citation units when they
13 become functionally or technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of E-Citation units, are included in the costs set forth in
16 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
17 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
18 not be charged additional amounts for maintenance or replacement/upgrade
19 of said E-Citation units during the period July 1, 2015 through June 30,
20 2016.

- 21 4. If, following the initial acquisition of E-Citation units referenced above, CITY
22 requires E-Citation units designated for use in CITY, COUNTY will purchase
23 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to
24 COUNTY a) the full costs of acquisition of said additional E-Citation units,
25 and b) the full recurring costs for said E-Citation units, as deemed necessary
26 by COUNTY, including the costs of maintenance, and contributions to a fund
27 for replacement and upgrade of such E-Citation units when they become
28 functionally or technologically obsolete. Said costs related to additional

1 **Q. E-CITATION UNITS: (Continued)**

2 E-Citation units are not included in, and are in addition to, the costs set forth
3 in Subsection G-2 and the Maximum Obligation of CITY set forth in
4 Subsection G-3 of this Agreement.

5 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
6 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
7 replacement/upgrade funds to be paid by CITY in accordance with the
8 foregoing. CITY shall not be charged any additional charge to replace or
9 upgrade E-Citation units.”

10 9. All other provisions of the Agreement, as previously amended, to the extent that
11 they are not in conflict with this SIXTH AMENDMENT TO AGREEMENT, remain
12 unchanged.

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