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

**THIS THIRD AMENDMENT TO AGREEMENT**, entered into this Fourth day of June 2013, 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, 2013, 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, 2013 through June 30, 2014, 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)
- One (1) Investigative Assistant (effective October 1, 2013)  
(80 hours per two-week pay period)

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**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) Emergency Management Program Coordinator  
(40 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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**Regional and Program Support Services:**

- 8.69 percent of one half of one (0.50) Sergeant - Traffic
- 8.69 percent of three (3) Deputy Sheriff IIs – Traffic
- 8.69 percent of one (1) Investigative Assistant – Traffic
- 8.69 percent of one (1) Office Specialist – Traffic
- 3.88 percent of one fourth of one (0.25) Sergeant – Auto Theft
- 3.88 percent of two (2) Investigators – Auto Theft
- 3.88 percent of one (1) Investigative Assistant – Auto Theft
- 3.88 percent of one (1) Office Specialist – Auto Theft
- 9.28 percent of three (3) Investigative Assistants – Court  
(Effective July 1, 2013 through September 30, 2013)
- 10.00 percent of one half of one (0.50) Motorcycle Sergeant”

2. For the period July 1, 2013 through June 30, 2014, 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, 2013 through June 30, 2014.”

3. For the period July 1, 2013 through June 30, 2014, 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, 2013 through June 30, 2014, shall be as follows:

**SERVICE**

**COST OF SERVICE**

**Management:**

- One (1) Lieutenant (Police Services Chief)  
@ \$297,105/each \$ 297,105

**Supervision –Patrol and Administrative:**

- Four (4) Sergeants - Patrol  
@ \$270,013/each \$ 1,080,052
- One half of one (0.50) Sergeant - Administrative  
@ \$270,013/each \$ 135,007

**Investigation Services:**

- One half of one (0.50) Sergeant – Investigative  
@ \$255,639/each \$ 127,820
- Three (3) Investigators  
@ \$219,642/each \$ 658,926
- One (1) Investigative Assistant (effective October 1, 2013)  
@ \$103,339/each \$ 77,506

**Patrol/Traffic Services:**

- Twenty-one (21) Deputy Sheriff IIs - Patrol  
@ \$221,719/each \$ 4,656,099
- Three (3) Deputy Sheriff IIs - Motorcycle  
@ \$226,878/each \$ 680,634

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**Community Services Unit:**

- One (1) Deputy Sheriff II – Community Services  
@ \$221,719/each \$ 221,719
- One (1) Deputy Sheriff II – School Resource Officer  
@ \$221,719/each \$ 221,719
- One (1) Crime Prevention Specialist  
@ \$92,960/each \$ 92,960

**Records and Other Services:**

- One (1) Office Specialist  
@ \$84,628/each \$ 84,628
- One half of one (0.50) Emergency Management Program Coordinator  
@ \$125,545/each \$ 62,773

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

- Two (2) Community Services Officers  
@ \$110,521/each \$ 221,042

**Regional and Program Support Services:**

- 8.69% of one half of one (0.50) Sergeant – Traffic  
@ \$251,989/each \$ 10,949
- 8.69% of three (3) Deputy Sheriff IIs – Traffic  
@ \$201,750/each \$ 52,596
- 8.69% of one (1) Investigative Assistant – Traffic  
@ \$100,261/each \$ 8,713
- 8.69% of one (1) Office Specialist – Traffic  
@ \$81,249/each \$ 7,061
- 3.88% of one fourth of one (0.25) Sergeant – Auto Theft  
@ \$251,989/each \$ 2,444
- 3.88% of two (2) Investigators – Auto Theft  
@ \$224,762/each \$ 17,442

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

- 2 • 3.88% of one (1) Investigative Assistant – Auto Theft  
3 @ \$101,790/each \$ 3,949
- 4 • 3.88% of one (1) Office Specialist – Auto Theft  
5 @ \$80,927/each \$ 3,140
- 6 • 9.28% of three (3) Investigative Assistants – Court  
7 (Effective July 1, 2013 through September 30, 2013)  
8 @ \$106,001/each \$ 7,376
- 9 • 10.00% of one half of one (0.50) Motorcycle Sergeant  
10 @ \$278,389/each \$ 13,919

11 **Other Charges and Credits:** \$ (105,960)

12 **Charges:** Premium pay for bilingual staff; contract administration; data  
13 line charges; direct services and supplies; enhanced helicopter  
14 response services; holiday pay; comp and straight time; Integrated  
15 Law & Justice Agency of Orange County; mobile data computer  
16 (MDC) recurring costs; on-call pay; patrol video system (PVS)  
17 recurring costs; retirement rate discount expenses (interest and cost  
18 of issuance); training; transportation costs excluding fuel which will  
19 be provided by CITY.

20 **Credits:** Retirement rate discount FY 2013-14; savings for response to  
21 unincorporated areas as defined in Subsection C-10.

22 **TOTAL COST OF SERVICES \$ 8,639,619**

23 G-3. Unless the level of service described in Subsection C-4 is increased or  
24 decreased, or CITY is required to pay for increases as set forth in  
25 Subsection G-4, the Maximum Obligation of CITY for services, other than  
26 Licensing Services, that are referenced in Subsection C-4 of this  
27 Agreement and rendered by COUNTY between July 1, 2013 and June 30,  
28 2014, is \$8,639,619.”

1 4. For the period July 1, 2013 through June 30, 2014, PAYMENT, Subsection G-4a  
2 and G-4b, of the Agreement are amended to read as follows:

3 "G-4a. At the time this Agreement is executed, there are unresolved issues  
4 pertaining to potential changes in salaries and benefits for COUNTY  
5 employees. The costs of such potential changes are not included in the  
6 FY 2013-14 cost set forth in subsection G-2 nor in the FY 2013-14  
7 Maximum Obligation of CITY set forth in Subsection G-3 of this  
8 Agreement. If the changes result in the COUNTY incurring or becoming  
9 obligated to pay for increased costs for or on account of personnel whose  
10 costs are included in the calculations of costs charged to CITY  
11 hereunder, CITY shall pay COUNTY, in addition to the Maximum  
12 Obligation set forth in Subsection G-3 of this Agreement, the full costs of  
13 said increases to the extent such increases are attributable to work  
14 performed by such personnel during the period July 1, 2013 through  
15 June 30, 2014, and CITY's Maximum Obligation hereunder shall be  
16 deemed to have increased accordingly. CITY shall pay COUNTY in full  
17 for such increases on a pro-rata basis over the portion of the period  
18 between July 1, 2013 and June 30, 2014 remaining after COUNTY  
19 notifies CITY that increases are payable. If the changes result in the  
20 COUNTY incurring or becoming obligated to pay for decreased costs for  
21 or on account of personnel whose costs are included in the calculations  
22 of costs charged to CITY hereunder, COUNTY shall reduce the amount  
23 owed by the CITY to the extent such decreases are attributable to work  
24 performed by such personnel during the period July 1, 2013 through  
25 June 30, 2014, and CITY's Maximum Obligation hereunder shall be  
26 deemed to have decreased accordingly. COUNTY shall reduce required  
27 payment by CITY in full for such decreases on a pro-rata basis over the  
28 portion of the period between July 1, 2013 and June 30, 2014 remaining

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after COUNTY notifies CITY that the Maximum Obligation has decreased.

G-4b If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Subsection C-4 of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2013 through June 30, 2014 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-3 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.”

- 5. Effective July 1, 2013 PAYMENT Subsection G-4C is inoperative.
- 6. For the period July 1, 2013 through June 30, 2014, PAYMENT, Subsection G-6, of the Agreement is amended to read as follows:

“G-6. 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-4 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, 2013 and June 30, 2014.”

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1 7. Effective July 1, 2013 TRAFFIC VIOLATOR APPREHENSION PROGRAM

2 Subsection M-3 of the Agreement is amended to read as follows:

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

- 5 • One fourth of one (.25) Sergeant  
6 (20 hours per two-week pay period)
- 7 • One (1) Staff Specialist  
8 (80 hours per two-week pay period)
- 9 • One (1) Information Processing Specialist  
10 (80 hours per two-week pay period)
- 11 • One (1) Investigative Assistant  
12 (80 hours per two-week pay period)
- 13 • One (1) Office Specialist  
14 (80 hours per two-week pay period)"

15 8. For the period July 1, 2013 through June 30, 2014, MOBILE DATA COMPUTERS,

16 Subsection N-3 of the Agreement is amended to read as follows:

17 "N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition  
18 and installation of MDCs that are or will be mounted in patrol vehicles  
19 and motorcycles assigned to CITY, and b) recurring costs, as deemed  
20 necessary by COUNTY, including the costs of maintenance and  
21 contributions to a fund for replacement and upgrade of such MDCs  
22 when they become functionally or technologically obsolete. The costs to  
23 be paid by CITY for recurring costs, including maintenance and  
24 replacement/upgrade of MDCs, are included in the costs set forth in  
25 Subsection G-2 and the Maximum Obligation of CITY set forth in  
26 Subsection G-3 of this Agreement. CITY shall not be charged additional  
27 amounts for maintenance or replacement/upgrade of said MDCs during  
28 the period July 1, 2013 through June 30, 2014."

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

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