

~~THIRD-FOURTH~~ AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF YORBA LINDA
AND THE
COUNTY OF ORANGE

THIS ~~FOURTH~~~~THIRD~~ AMENDMENT TO AGREEMENT, entered into this ~~First~~~~Sixth~~ day of May 202~~10~~, 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, 202~~10~~ that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. ~~For~~ the period July 1, 202~~10~~ through June 30, 202~~24~~, REGULAR SERVICES BY COUNTY, Subsections ~~C-4~~ ~~and C-7~~ of the Agreement ~~are~~ amended to read as follows:

"C-4. The level of service, other than for licensing, to be provided by the COUNTY, for the period July 1, 202~~10~~ through June 30, 202~~24~~, is set forth in Attachment A and incorporated herein by this reference.

~~C-7.~~ During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the ~~Lieutenant-Captain~~ in charge of CITY Police Services. If SHERIFF determines that the ~~Captain~~~~Lieutenant~~ is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the ~~Captain~~~~Lieutenant~~ to CITY as soon as possible once the emergency situation is under control."

2. For the period July 1, 202~~10~~ through June 30, 202~~24~~, 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 recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2021~~0~~ through June 30, 2022~~1~~.”

3. For the period July 1, 2021~~0~~ ~~through~~ June 30, 2022~~1~~, PAYMENT, Subsections G-2, G-3a, ~~and~~ G-3b and G-5 of the Agreement are amended to read as follows:

“G-2. Unless the level of service as set forth in Attachment A is increased or decreased, by mutual agreement of parties, or CITY is required to pay for increases as set forth in Subsection G-3, the Maximum Obligation of CITY for services, other than Licensing Services, to be provided by the COUNTY for the period July 1, 2021~~0~~ through June 30, 2022~~1~~, shall be \$12,~~942,390,657,296~~ as set forth in Attachment C.

The overtime costs included in the Agreement are only an estimate. COUNTY shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY’s Maximum Obligation.

G-3a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the FY

202~~10~~-2~~24~~ cost set forth in Attachment C nor in the FY 202~~10~~-2~~24~~ Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel during the period July 1, 202~~10~~ through June 30, 202~~24~~, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 202~~10~~ through June 30, 202~~24~~, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

G-3b. If CITY is required to pay for increases as set forth in Subsection G-3a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 202~~10~~ through June 30, 202~~24~~ an amount

specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 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.

- ~~4. G-5.~~ 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-3 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, 202~~10~~ and June 30, 202~~21~~.

4. Effective July 1, 2021, TRAFFIC VIOLATOR APPREHENSION PROGRAM, Subsection M-1 of the Agreement is amended to read as follows:

"M-1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in

preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted ~~a fee~~s pursuant to Vehicle Code section 22850.5, in the ~~same~~ amount as approved by COUNTY, as and under the terms and conditions set forth in the resolution that is attached hereto as Attachment G and incorporated into this Agreement by reference [hereinafter "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced ~~fee~~s and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment to this Agreement to substitute CITY's amended or new TVAP resolution for Attachment G to the Agreement, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the Program periodically, COUNTY will provide written notice to CITY of the updated fees. CITY's participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

54. For the period July 1, 202~~19~~24, MOBILE DATA COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

"N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles 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 MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 202~~10~~ through June 30, 202~~21~~24.”

~~65.~~ For the period July 1, 202~~10~~ through June 30, 202~~21~~24, E-CITATION UNITS, Subsection Q-3 of the Agreement is amended to read as follows:

“Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are 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 E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 202~~10~~ through June 30, 202~~21~~24.”

~~6. Effective July 1, 2020, Attachment F (Forfeited and Seized Asset Policy) is amended to reflect current asset forfeiture guidelines. Attachment F, as amended and attached hereto, is incorporated in the Agreement by this reference.~~

7. All other provisions of the Agreement, to the extent that they are not in conflict with this ~~FOURTH~~THIRD AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the ~~FOURTH~~**THIRD** AMENDMENT TO THE AGREEMENT in the County of Orange, State of California.

DATED: _____
CITY OF YORBA LINDA

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair~~w~~oman of the Board of Supervisors
County of Orange, California

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:

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

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APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: _____
Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	0.50	40 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Sergeant	Investigative	0.50	40 hrs./ per two wk. pay period
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	23.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking/Traffic Enf.	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Office Specialist	Office Support	1.00	80 hrs./ per two wk. pay period
TOTAL		42.00	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.85%
Deputy Sheriff II	Traffic	4.00	6.85%
Investigative Assistant	Traffic	2.00	6.85%
Office Specialist	Traffic	1.00	6.85%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.25%
Investigator	Auto Theft	2.00	7.25%
Investigative Assistant	Auto Theft	1.00	7.25%
Office Specialist	Auto Theft	1.00	7.25%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.00%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 421,757	\$ 421,757
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 351,074	\$ 175,537
Sergeant	Patrol	4.00	\$ 351,070	\$ 1,404,280
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 339,698	\$ 169,849
Investigator		3.00	\$ 302,376	\$ 907,128
Investigative Assistant		1.00	\$ 139,123	\$ 139,123
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 288,930	\$ 6,645,390
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 294,075	\$ 588,150
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 113,210	\$ 113,210
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 125,654	\$ 251,308
Office Specialist	Office Support	1.00	\$ 101,411	\$ 101,411
Deputy Sheriff II	Community Support	2.00	\$ 288,930	\$ 577,860
Deputy Sheriff II	School Resource Officer	1.00	\$ 288,930	\$ 288,930
TOTAL POSITIONS		42.00		\$ 11,783,933

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.85%	\$ 20,351
Deputy Sheriff II	Traffic	4.00	6.85%	\$ 99,315
Investigative Assistant	Traffic	2.00	6.85%	\$ 20,683
Office Specialist	Traffic	1.00	6.85%	\$ 7,852
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.25%	\$ 10,744
Investigator	Auto Theft	2.00	7.25%	\$ 49,879
Investigative Assistant	Auto Theft	1.00	7.25%	\$ 10,832
Office Specialist	Auto Theft	1.00	7.25%	\$ 8,213
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.00%	\$ 30,979
TOTAL REGIONAL/SHARED		12.90		\$ 258,848

OTHER CHARGES AND CREDITS (Subsection G-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for two (2) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen (17) Mobile units and six (6) Laptop units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fifteen (15) units; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS:

Credits include: AB (2011 Public Safety Realignment); estimated vacancy credits; deployment savings; false alarm fees; reimbursement for training and miscellaneous programs; retirement rate discount for FY 2021-22; and restitution payment credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 899,876
TOTAL COST OF SERVICES (Subsection G-2)	\$ 12,942,657

RESOLUTION NO. ~~2020-5728~~ 2012-S148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORBA LINDA, UPDATING THE FEES CHARGED AUTHORIZING PARTICIPATION IN THROUGH THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM AND REPEALING ADOPTION OF ADMINISTRATIVE FEES RESOLUTION NO. 2012-5148

WHEREAS, the City of Yorba Linda (the "City") contracts with the Orange County Sheriff's Department ("Sheriff's Department") for law enforcement services; and
~~the City of Yorba Linda contracts with the Orange County Sheriff's Department for law enforcement services; and~~

WHEREAS, as a contract city, the City is eligible to participate in the Sheriff's Department's Traffic Violator Apprehension Program; and as a contract City, the City of Yorba Linda is eligible to participate in the County's Traffic Violator Apprehension Program (TVAP); and

WHEREAS, the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run and driving under the influence collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and

~~the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run and driving under the influence collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and~~

WHEREAS, based on a cost study by the Sheriff's Department the current administrative fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle has been increased from \$50 to \$144 and the \$152 fee for each vehicle impounded for 30 days has been decreased to \$144 by the Orange County Board of Supervisors through the adoption of a resolution on November 17, 2020; and

~~the County Board of Supervisors has established an administrative fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle and a \$152 fee for each vehicle impounded for 30 days, based on the actual administrative costs for the identification and apprehension of drivers with suspended or revoked licenses or unlicensed motorist; and~~

WHEREAS, the City desires to continue to participate in the Sheriff's Department's Traffic Violator Apprehension Program as originally authorized in Resolution No. 2012-5148; and all of the administrative fee will be collected by the county and deposited into the Traffic Violator Apprehension Fund for the use by this program exclusively

WHEREAS, the City desires to authorize the Sheriff's Department to collect the recently approved increased fees within the City; and

WHEREAS, all of the fees will be collected by the County and deposited into the Traffic Violator Apprehension Fund for the use by this program exclusively; and

WHEREAS, a Notice of Public Hearing with respect to the proposed new fees was given according to law; and

WHEREAS, a Public Hearing with respect to the proposed new fees was held before the Orange County Board of Supervisors on November 17, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yorba Linda ~~that resolution No. 2012-5148 is hereby repealed and fees under the Sheriff's Department Traffic Violator Apprehension Program shall be assessed~~ as follows:

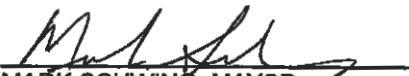
1. The foregoing recitals are true and correct and are a substantive part of this Resolution; and
2. An administrative fee of one hundred forty-four dollars (\$144.00) shall be charged and collected for each vehicle towed/stored/impounded as a result of the negligent operation of a vehicle, and a fee of one hundred forty-four dollars (\$144.00) shall be charged and collected for each vehicle impounded for thirty (30) days or more under Vehicle Code section 14602.6(a); and
3. The Sheriffs Department is authorized to collect these fees on behalf of the City and will deposit them into the Traffic Violator Apprehension Fund for the use by this program exclusively; and
4. The City Council finds that this resolution does not violate article XIII C of the California Constitution, as amended by Proposition 26, because the fee charged is not a tax for purposes of article XIII C.
5. The City Council finds that in accordance with Section 21080(b)(8) of the California Public Resources Code, the charge identified is only for the purpose of meeting operating expenses and is, therefore, exempt from compliance with the California Environmental Quality Act.

~~SECTION 1. Authorize the City of Yorba Linda to participate in the Traffic Violator Apprehension Program; and~~

~~SECTION 2. An administrative fee of \$50.00 shall be charged and collected for each vehicle towed/stored/impounded as a result of the negligent operation of a vehicle, and a fee of \$152.00 shall be charged and collected for each vehicle impounded for thirty (30) days or more under Vehicle Code section 14602.6 (a).~~

~~SECTION 3. The City Clerk shall certify to the adoption of this resolution.~~

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Yorba Linda on this 1st day of December, 2020 ~~17th day of July, 2012.~~


MARK SCHWING, MAYOR
CITY OF YORBA LINDA

AITEST;

~~I, _____, City Clerk of the City of Yorba Linda, do hereby certify that this is a true and correct copy of the original on file in the office of the City Clerk.~~

MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA


COUNTY OF () RANGE
CITY OF YORBA LINDA

I, MARCIA BROWN, CITY CLERK, DO CERTIFY THAT THIS IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE CITY CLERK.


MARCIA BROWN
CITY CLERK

RESOLUTION NO. 2012w5148
PAGE NO. 2

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP




CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

I, MARCIA BROWN, City Clerk of the City of Yorba Linda, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Yorba Linda held on the 17th day of July, 2012, and was carried by the following roll call vote:

AYES: COUNCILMEMBERS: ATDERS, Q. RIKEL, SCHIHNG
NOES: COUNCILMEMBERS: LINDSEY, WINDER
ABSENT: COUNCILMEMBERS: NONE


MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF YORBA LINDA
Effective July 1, ~~2019~~2021

The purpose of this OPERATIONS AGREEMENT is to define, in greater detail, the areas of responsibility set forth in the Agreement to which this Operations Agreement is attached, between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as "SHERIFF".

1. EQUAL EMPLOYMENT OPPORTUNITY:

It is the COUNTY'S policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, ancestry, pregnancy, age, marital status, medical condition, or physical handicap.

2. CONTRACT SERVICE IN YORBA LINDA:

SHERIFF will provide an annual report of hours worked in support of contract services including supplemental services. A monthly report of overtime hours worked will be provided to the CITY Manager. The overtime hours worked report will be in the same format as the overtime report currently provided on a monthly basis to existing contract cities. CITY and SHERIFF will develop the format of an end-of-year report listing actual hours worked by job classification.

3. DEPLOYMENT SCHEDULE:

SHERIFF will file a deployment schedule, including Traffic Services and Parking Enforcement, with the CITY Manager and will confer with the CITY

3. DEPLOYMENT SCHEDULE: (Continued)

Manager on changes in the deployment of personnel. SHERIFF retains final decision making authority regarding the deployment of personnel.

SHERIFF will annually file a copy of the YORBA LINDA Police Services deployment schedule with the CITY Manager and confer with the CITY Manager regarding deployment issues.

4. ~~LIEUTENANT CAPTAIN~~ – POLICE SERVICES CHIEF:

Police Services Chief (~~Lieutenant~~Captain), selected by the CITY Manager from a slate of candidates provided by the SHERIFF, will be an on-site department head for CITY. The Police Services Chief, at the direction of the CITY Manager, will attend CITY Council, staff and community meetings.

5. PATROL PERFORMANCE GOALS:

Patrol Performance Goals:

- Response to Priority One Calls: 5 minutes
- Response to Priority Two Calls: 12 minutes
- Response to Priority Three Calls: 20 minutes

Patrol Time Allocation Goal:

A performance goal is to maintain 60% Obligated Time and 40% Unobligated Time. The Police Services Chief will report to the CITY Manager regarding CITY Police Services personnel's performance in meeting these goals.

In the event of a major incident outside the boundaries of CITY, adequate law enforcement personnel will remain in CITY to respond to Priority One and Priority Two calls for service.

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6. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY:

CITY and SHERIFF recommend that deployment of law enforcement services occur from the Arroyo Park Building currently referred to as the Yorba Linda Police Services Building.

a. Ownership

CITY shall maintain ownership of the existing facility, CITY purchased office furniture and equipment in the Yorba Linda Police Services Building. CITY computers and related hardware are to be serviced and maintained by CITY.

b. Utility and Facility Maintenance

CITY shall pay all utilities, provide facility maintenance, janitorial services and replacement of CITY purchased office furniture and equipment.

c. Hours of Service

CITY and SHERIFF agree to staff the Yorba Linda Police Services Building and remain accessible to the public during normal business hours.

CITY agrees to provide sufficient office space for the delivery of law enforcement services by SHERIFF. Design and construction necessary to provide sufficient space will be provided at CITY's expense. CITY shall follow any required process and provide adequate space for delivery of law enforcement services described in the ~~First~~~~Third~~Fourth Amendment to the Agreement dated July 1, ~~2019~~2021.

7. OWNERSHIP AND MAINTENANCE OF MOTORCYCLES:

CITY shall retain ownership of all motorcycles used for traffic enforcement. CITY shall provide maintenance and repair for all motorcycles. CITY may elect to discontinue motorcycle patrols and instead use patrol vehicles, which will result in additional cost to CITY.

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8. RADIO EQUIPMENT:

CITY shall retain ownership of seventeen (17) 800 MHZ in-car radios (Hot Red), two (2) 800 MHZ in-car radios (Non Hot Red), three (3) motorcycle radios (Hot Red), and thirty-four (34) 800 MHZ Pac Set (hand held) radios for YORBA LINDA Police Services Building. SHERIFF will provide specifications for radios, or other equipment necessary for the effective operation of police an emergency communications in support of delivery of services in CITY.

9. FUEL DELIVERY:

CITY will furnish fuel for law enforcement services. If COUNTY, through the contract, provides fuel during an emergency, COUNTY will charge the CITY the actual cost for this service. Vehicular and motorcycle access to fueling location(s) will be provided by CITY along with any necessary fuel pump use requirements (i.e. access cards, cardlocks, etc.)

10. PARKING CITATION ADMINISTRATION:

CITY will be responsible for the parking administration program. For parking enforcement, CITY will adopt the COUNTY's current bail schedule and ensure that it filed with COUNTY.

11. IN-CUSTODY ARRESTS:

Booking Arrestees

Arrests made in CITY will be booked, as appropriate, into the COUNTY Intake-Release Center, COUNTY Juvenile Hall, or facilities designated by state or federal officials.

Arrestees will not be booked or housed at the Yorba Linda Police Services Building. There will be no holding cells at the Yorba Linda Police Services Building.

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12. UNIFORMS AND EQUIPMENT:

CITY will be responsible for providing Uniforms and equipment for CITY staff and/or volunteers assigned to support police services activities.

13. VEHICLE IDENTIFICATION:

Patrol vehicles in CITY will have YORBA LINDA in gold lettering on the driver's side and front passenger door with the CITY's seal centered directly above the lettering.

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IN WITNESS WHEREOF, the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF YORBA LINDA

BY: _____

CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of
Yorba Linda

City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____

SHERIFF-CORONER

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: _____

Deputy

DATED: _____