

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

THIS FIRSTTHIRD AMENDMENT TO AGREEMENT, entered into this ~~Twenty-second~~Sixth day of May ~~2019~~2020, 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, ~~2019~~2020 that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is 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, ~~2019~~2020 through June 30, ~~2020~~2021, is set forth in Attachment A and incorporated herein by this reference."

2. For the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, 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.

1 The costs to be paid by CITY for recurring costs, including maintenance
2 and replacement/upgrade of PVS, are included in the costs set forth in
3 Attachment C and the Maximum Obligation of CITY set forth in Subsection
4 G-2 of this Agreement. CITY shall not be charged additional amounts for
5 maintenance or replacement/upgrade of said PVS during the period July 1,
6 ~~2019~~2020 through June 30, ~~2020~~2021.

7 3. For the period July 1, ~~2019~~2020 to June 30, ~~2020~~2021, PAYMENT, Subsections
8 G-2, G-3a and G-3b and G-5 of the Agreement are amended to read as follows:

9 "G-2. Unless the level of service as set forth in Attachment A is increased or
10 decreased, by mutual agreement of parties, or CITY is required to pay for
11 increases as set forth in Subsection G-3, the Maximum Obligation of CITY
12 for services, other than Licensing Services, to be provided by the COUNTY
13 for the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, shall be
14 ~~\$12,014,863~~12,390,296 as set forth in Attachment C.

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

20 3a. At the time this Agreement is executed, there ~~may be~~are unresolved issues
21 pertaining to potential changes in salaries and benefits for COUNTY
22 employees. The costs of such potential changes are not included in the FY
23 ~~2019~~2020-2021 cost set forth in Attachment C nor in the FY ~~2019~~2020-
24 2021 Maximum Obligation of CITY set forth in Subsection G-2 of this
25 Agreement. If the changes result in the COUNTY incurring or becoming
26 obligated to pay for increased costs for or on account of personnel whose
27 costs are included in the calculations of costs charged to CITY hereunder,
28 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in

1 Subsection G-2 of this Agreement, the full costs of said increases to the
2 extent such increases are attributable to work performed by such personnel
3 during the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, and CITY's
4 Maximum Obligation hereunder shall be deemed to have increased
5 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
6 rata basis over the portion of the period between July 1, ~~2019~~2020 and
7 June 30, ~~2020~~2021 remaining after COUNTY notifies CITY that increases
8 are payable. If the changes result in the COUNTY incurring or becoming
9 obligated to pay for decreased costs for or on account of personnel whose
10 costs are included in the calculations of
11 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
12 by the CITY to the extent such decreases are attributable to work
13 performed by such personnel during the period July 1, ~~2019~~2020 through
14 June 30, ~~2020~~2021, and CITY's Maximum Obligation hereunder shall be
15 deemed to
16 have decreased accordingly. COUNTY shall reduce required payment by
17 CITY in full for such decreases on a pro-rata basis over the portion of the
18 period between July 1, ~~2019~~2020 and June 30, ~~2020~~2021 remaining after
19 COUNTY notifies CITY that the Maximum Obligation has decreased.

20 3b. If CITY is required to pay for increases as set forth in Subsection G-3a
21 above, COUNTY, at the request of CITY, will thereafter reduce the level of
22 service to be provided to CITY as set forth in Attachment A of this
23 Agreement to a level that will make the Maximum Obligation of CITY
24 hereunder for the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021 an
25 amount specified by CITY that is equivalent to or higher or lower than the
26 Maximum Obligation set forth in Subsection G-2 for said period at the time
27 this Agreement originally was executed. The purpose of such adjustment of
28 service levels will be to give CITY the option of keeping its Maximum

1 Obligation hereunder at the pre-increase level or at any other higher or
2 lower level specified by CITY. In the event of such reduction in level of
3 service and adjustment of costs, the parties shall execute an amendment to
4 this Agreement so providing. Decisions about how to reduce the level of
5 service provided to CITY shall be made by SHERIFF with the approval of
6 CITY.

7 “G-5.COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
8 Obligation of CITY. If a determination is made that increases or decreases
9 described in Subsection G-3 must be paid or refunded, COUNTY thereafter
10 shall include the pro-rata charges or credits for such increases or decreases
11 in its monthly invoices to CITY for the balance of the period between July 1,
12 ~~2019~~2020 and June 30, ~~2020~~2021.

13 4. For the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, MOBILE DATA
14 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

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

21 The costs to be paid by CITY for recurring costs, including maintenance
22 and replacement/upgrade of MDCs, are included in the costs set forth in
23 Attachment C and the Maximum Obligation of CITY set forth in Subsection
24 G-2 of this Agreement. CITY shall not be charged additional amounts for
25 maintenance or replacement/upgrade of said MDCs during the period July
26 1, ~~2019~~2020 through June 30, ~~2020~~2021.

27 5. For the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021, E-CITATION UNITS,
28 Subsection Q-3 of the Agreement is amended to read as follows:

1 “Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the
 2 acquisition of E-Citation units that are assigned to CITY, and b) recurring
 3 costs, as deemed necessary by COUNTY, including the costs of
 4 maintenance and contributions to a fund for replacement and upgrade of
 5 such E-Citation units when they become functionally or technologically
 6 obsolete.

7 The costs to be paid by CITY for recurring costs, including maintenance
 8 and replacement/upgrade of E-Citation units, are included in the costs set
 9 forth in Attachment C and the Maximum Obligation of CITY set forth in
 10 Subsection G-2 of this Agreement unless CITY has already paid such
 11 costs. CITY shall not be charged additional amounts for maintenance or
 12 replacement/upgrade of said E-Citation units during the period July 1,
 13 ~~2019~~2020 through June 30, ~~2020~~2021.

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

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5 **IN WITNESS WHEREOF**, the parties have executed the **FIRSTTHIRD**
6 **AMENDMENT TO THE AGREEMENT** in the County of Orange, State of California.

7 DATED: _____

8 CITY OF YORBA LINDA

9 ATTEST: _____
10 City Clerk

11 BY: _____
12 Mayor

13 APPROVED AS TO FORM:

14 BY: _____
15 City Attorney

16 -----
17 DATED: _____

18 COUNTY OF ORANGE

19
20 BY: _____
21 Chairwoman of the Board of Supervisors
22 County of Orange, California

23 Signed and certified that a copy of this
24 Document has been delivered to the Chair
25 of the Board per G.C. Sec. 25103, Reso 79-1535
26 Attest:

27 _____
28 Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:

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Office of the County Counsel
County of Orange, California

BY: _____
Deputy

DATED: _____

ATTACHMENT EF**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. ~~NON-RNSP~~ CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel ~~other than RNSP personnel~~, and subsequently forfeited to ~~COUNTY~~ COUNTY'S Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval guidelines by the forfeiting agency (~~U.S. Attorney or State~~) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by ~~COUNTY'S Sheriff Department, hereinafter referred to as "SHERIFF"~~, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of ~~the assets to COUNTY~~. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by ~~non-RNSP~~ personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by ~~non-RNSP~~ SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which ~~non-RNSP~~ SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

~~NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)~~

Assets (cash or property) that are returned to COUNTY SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

~~Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.~~

~~2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS~~

~~Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.~~

~~CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.~~

~~Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.~~