FIRST AMENDMENT TO AGREEMENT 1 **BETWEEN THE** 2 CITY OF YORBA LINDA 3 AND THE 4 **COUNTY OF ORANGE** 5 6 THIS FIRST AMENDMENT TO AGREEMENT, entered into this First 7 day of June 20243, which date is enumerated for purposes of reference only, by and 8 between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the 9 COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter 10 referred to as "COUNTY" to amend effective July 1, 2024 that certain Agreement 11 between the parties commencing July 1, 2023, hereinafter referred to as the 12 "Agreement". 13 14 WITNESSETH: 15 WHEREAS. CITY wishes to contract with COUNTY for law enforcement 16 17 services; and WHEREAS, COUNTY is agreeable to the rendering of such services, 18 as authorized by Government Code Sections 51301 and 55362 on the terms and 19 conditions hereinafter set forth. 20 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS: 21 22 // 23 24 25 26 27 28

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REGULAR SERVICES BY COUNTY:

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The term of this Agreement shall be for five (5) years, commencing July 1, 2023 and terminating June 30, 2028, unless terminated earlier by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or CITY may terminate this Agreement, without cause, upon two years written notice given to the other party.

- 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF." shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances. Licensing services by CITY are detailed in Section F of this Agreement.
- 2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the CITY Manager.
- 3. Each fiscal year, at a date determined by CITY, COUNTY shall submit to CITY, in writing, a recommended level of service for the following fiscal year. CITY shall remit to COUNTY, in writing, its response to the recommended level of service. If the parties are unable to agree by June 30 of any fiscal year on the level of service to be provided by COUNTY to CITY or on the amount to be paid by CITY for services to be provided by COUNTY for the following fiscal year, COUNTY will provide the level of

service provided in the current fiscal year, and CITY shall be obligated to pay the costs of such services. The full cost of such services may exceed

C. REGULAR SERVICES BY COUNTY: (Continued)

- 1. the cost of similar services provided in the current fiscal year
- For the period July 1, 2024 through June 30, 2025, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:
 - <u>"C-4.</u> The level of service, other than for licensing, to be provided by the COUNTY, for the period July 1, 202<u>4</u>3 through June 30, 202<u>5</u>4, is set forth in Attachment A.
 - 5. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the COUNTY or other City or Cities which contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
 - 6. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-5 of this Agreement.
 - 7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify

CITY's Manager within four (4) hours. SHERIFF will return the Captain to CITY as soon as possible once the emergency situation is under control.

8. With respect to the licensing ordinances of CITY listed in Attachment B, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said

REGULAR SERVICES BY COUNTY: (Continued)

investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B, except the investigations relating to initial applications for which this subsection provides.

9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except for costs related to Sections G-3a and G-3b, changes to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in

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Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

Except for changes under Sections G-3a and G-3b, prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

SHERIFF will deploy patrol resources included in this contract to respond to calls for service in COUNTY unincorporated areas within the sphere of influence of the CITY. Yorba Linda Police Services deputies will not handle routine calls for service outside the designated Yorba Linda Police Services Patrol Zone. The unincorporated areas are identified in Attachment D. Investigative resources included in this contract are intended for the response to calls for service within the CITY.

ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

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Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

(Continued)

property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of

this Agreement. SHERIFF shall bill CITY immediately after each such

Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this

Agreement. Sheriff shall bill CITY immediately after said services are rendered.

- 5. In accordance with Government Code 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2.
- D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

 (Continued)
- COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established in any fiscal year without written notification to the CITY.

E. BODY WORN CAMERA AND IN CAR VIDEO:

- 1. As part of the law enforcement services provided to CITY, COUNTY has provided, or will provide body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF's personnel and In Car Video (hereinafter called "IVC") will be mounted in vehicles designated by SHERIFF for use within CITY service area.
- 2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.
- 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV, 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 BWC and ICV when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, 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 BWC and ICV during the period July 1, 2023 through June 30, 2024.

If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF's personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said

BODY WORN CAMERA AND IN CAR VIDEO: (Continued)

additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrade BWC and ICV shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade BWC and ICV.

F. LICENSING SERVICES BY CITY:

Upon receipt from SHERIFF of investigations of applications for licenses referred to in Subsection C-8 of this Agreement, CITY Manager shall

determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

 Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The cost of services includes salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. For the period July 1, 2024 through June 30, 2025, PAYMENT, Subsections G-2, G-3a, G-3b G-5, and G-7 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, 20243 through June 30, 20254, shall be \$143,297444,500026 as set forth in Attachment C.

The overtime costs included in the Agreement are only an estimate. SHERIFF 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.

3a.At the time this Agreement is executed, there are 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

20243-254 cost set forth in Attachment C nor in the FY 20243-254 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, 20243 through June 30, 20254, 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, 20243 and June 30, 20254 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, 20243 through June 30, 20254, 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, 20243 and June 30, 20254 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

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

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27 28 hereunder for the period July 1, 20243 through June 30, 20254 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, pursuant to Subsection C-9. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

G. PAYMENT: (Continued)

- 4. The Maximum Obligation of CITY for services provided for the 12-month periods commencing July 1, 2024, 2025, 2026, and 2027, will be determined annually by COUNTY and approved by CITY.
 - 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, 20234-and June 30, 20254.
 - 7. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment E. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County"

COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.

- 5. As payment for the Licensing Services described in Subsection C-8 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses, pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-8; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B as of July 1, 2023. Should CITY increase the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
- 6. Narcotic asset forfeitures will be handled pursuant to Attachment F.

H. NOTICES:

 Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY:	ATTN: CITY MANAGER
	4845 CASA LOMA
	YORBA LINDA, CA 92886
COUNT	Y: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
	SHERIFF-CORONER DEPARTMENT
	320 NORTH FLOWER STREET, SUITE 108
	SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that records pertaining to any audit then in progress, or any claim or litigation shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.

K. ALTERATION OF TERMS:

This Agreement is comprised of this document and Attachments A through I, which are attached hereto and incorporated herein by reference.

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, unless expressly provided herein,

shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street, work, or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street, work property of

INDEMNIFICATION: (Continued)

CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission of CITY related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed, and maintained by CITY, and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a

municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with

L. INDEMNIFICATION: (Continued)

counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions. County shall be responsible for any damage caused to City vehicles used by County under this agreement, except to the extent that the damage is caused by the City's act or omission.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

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

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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 pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as set forth in the resolution that is Attachment G [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 and the Program, and 2) remains a

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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.

- 2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
- 3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one-hundredths of one (0.10) Sergeant
 - (8 hours per two-week pay period)

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 One (1) Staff Specialist

- (80 hours per two-week pay period)
- One (1) Office Specialist
- (80 hours per two-week pay period)
- 4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment H. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by

fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to the Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

- 1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
- 2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
- 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 unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2023 through June 30, 2024.

 4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol vehicles or motorcycles designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, 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

N. MOBILE DATA COMPUTERS: (Continued)

functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/ upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

O. OWNERSHIP OF FACILITY

CITY will retain title to the land and building at Arroyo Park to be used for the Yorba Linda Police Services Building.

P. OPERATIONS AGREEMENT:

- 1. The COUNTY and the CITY agree to the responsibilities assigned in the Operations Agreement in Attachment I.
- 2. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to the Operations Agreement. Amendments may be executed by SHERIFF and CITY Manager without prior approval by CITY's Council and COUNTY's Board of Supervisors only if they pertain to the same

subject matter as the original Operations Agreement attached hereto and do not, in the aggregate, increase or decrease the total costs of CITY or the total expenses of COUNTY under this Agreement by more than one percent (1%). Prior approval of CITY's Council and COUNTY's Board of Supervisors is necessary for any other amendment of the Operations Agreement. SHERIFF and CITY Manager shall file copies of any amendments to the Operations Agreement with the Clerk of COUNTY's

Board of Supervisors and CITY's Clerk.

Q. E-CITATION UNITS:

- 1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
- 2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
- 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, 2023 through June 30, 2024.
- 4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY,

CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, 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. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum

Q. E-CITATION UNITS: (Continued)

Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

- 3. Effective July 1, 2024, EQUIPMENT SECTION R of the Agreement is amended to read as follows:
- "P-1. As part of the law enforcement services to be provided to CITY, COUNTY shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the COUNTY (hereinafter "Equipment").
 - 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by COUNTY. The costs to be paid by CITY 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.
 - 2. The Equipment purchased by the COUNTY for services to the CITY shall be the property of the County.

4.3. Radios and motorcycles previously purchased by the CITY for COUNTY law enforcement services to the CITY shall be the property of the CITY. Notwithstanding Section L of this Agreement, COUNTY shall be responsible to CITY for any damage to CITY radios and motorcycles caused by COUNTY's act or omission."

- 4.Effective July 1, 2024, Attachments A and B are amended as attached hereto. Attachments A and B are incorporated into this agreement by reference.
 - 5. All other provisions of the Agreement, to the extent that they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

1	IN WITNESS WHEREOF, the parties have executed ththis FIRST					
2	AMENDMENT TO AGREEMENT in the County of Orange, State of California.					
3		DATED:				
4		CITY OF YORBA LINDA				
5	ATTEST:City Clerk					
6		RV∙				
7		BY: Mayor				
8 9		APPROVED AS TO FORM:				
10		DV:				
11		BY:City Attorney				
12						
13	DATED:					
14	COUNTY OF ORANGE					
15	OCCIVITION CHARGE					
16	BY:					
17	Chairman of the Board of Superv County of Orange, California	visors				
18						
19	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:					
20						
21						
22	Robin Stieler					
23	Clerk of the Board of Supervisors County of Orange, California					
24 25		APPROVED AS TO FORM: Office of the County Counsel				
26		County of Orange, California				
27		BY: Deputy				
28		DATED:				

ORANGE COUNTY SHERIFF-CORONER FY 2024-25 LAW ENFORCEMENT CONTRACT CITY OF YORBA LINDA

"REGULAR SERVICES BY COUNTY" (Subsection C-4)

ATTACHMENT A

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 SERVICE	ES*:				
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.	3.00	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		43.00			

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.23%
Investigator	Traffic	1.00	8.23%
Deputy Sheriff II	Traffic	3.00	8.23%
Investigative Assistant	Traffic	2.00	8.23%
Office Specialist	Traffic	1.00	8.23%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.46%
Investigator	Auto Theft	2.00	6.46%
Investigative Assistant	Auto Theft	1.00	6.46%
Office Specialist	Auto Theft	1.00	6.46%
MOTORCYCLE (shared Supe	rvision):		
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		12.90	

ORANGE COUNTY SHERIFF-CORONER FY 2024-25 LAW ENFORCEMENT CONTRACT CITY OF YORBA LINDA

"PAYMENT" (Subsection G-2)

ATTACHMENT C

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

Title	Detail	Quantity	Cost of Service (each)		Cost of Service Total	
MANAGEMENT:						
Captain		1.00	\$	497,038	\$	497,038
SUPERVISION:						
Sergeant	Administrative	0.50	\$	391,808	\$	195,904
Sergeant	Patrol	4.00	\$	391,807	\$	1,567,228
INVESTIGATION SERVICES:						
Sergeant	Investigative	0.50	\$	380,306	\$	190,153
Investigator		3.00	\$	337,104	\$	1,011,312
Investigative Assistant		1.00	\$	156,956	\$	156,956
PATROL AND TRAFFIC SERVICES	S:					
Deputy Sheriff II -Patrol	Patrol	23.00	\$	317,665	\$	7,306,295
Deputy Sheriff II -Motor	Motorcycle	2.00	\$	328,397	\$	656,794
ADDITIONAL SERVICES:						
Crime Prevention Specialist	Crime Prevention	1.00	\$	121,076	\$	121,076
Community Services Officer	Parking/Traffic Enf.	3.00	\$	135,761	\$	407,283
Office Specialist	Office Support	1.00	\$	114,546	\$	114,546
Deputy Sheriff II	Community Support	2.00	\$	317,665	\$	635,330
Deputy Sheriff II	School Resource Officer	1.00	\$	317,665	\$	317,665
TOTAL POSITIONS		43.00			\$	13,177,580

REGIONAL / SHARED STAFF:

Title	Regional Team	Regional Team Quantity % Alloca		Cost \$	
TRAFFIC:					
Sergeant	Traffic	0.60	8.23%	\$	23,992
Investigator	Traffic	1.00	8.23%	\$	28,960
Deputy Sheriff II	Traffic	3.00	8.23%	\$	100,803
Investigative Assistant	Traffic	2.00	8.23%	\$	28,541
Office Specialist	Traffic	1.00	8.23%	\$	10,780
AUTO THEFT:					
Sergeant	Auto Theft	0.30	6.46%	\$	9,406
Investigator	Auto Theft	2.00	6.46%	\$	49,717
Investigative Assistant	Auto Theft	1.00	6.46%	\$	11,141
Office Specialist	Auto Theft	1.00	6.46%	\$	8,491
MOTORCYCLE (shared Supervisio	n):		_		
Sergeant	Motorcycle Supervision	1.00	7.55%	\$	33,838
TOTAL REGIONAL/SHARED		12.90		\$	305,669

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; Body Worn Camera (BWC) and In Car Video (ICV); 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 eighteen (18) Mobile units and six (6) Laptop units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS

<u>Credits include</u>: AB (2011 Public Safety Realignment); estimated vacancy credits; deployment savings; false alarm fees; reimbursement for training and miscellaneous programs; and restitution payment credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,444,251
TOTAL COST OF SERVICES (Subsection G-2)	\$ 14,927,500