

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

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

1. For the period July 1, 2019 through June 30, 2020, 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 through June 30, 2020, is set forth in Attachment A and incorporated herein by this reference."

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

1 Attachment C and the Maximum Obligation of CITY set forth in Subsection
2 G-2 of this Agreement. CITY shall not be charged additional amounts for
3 maintenance or replacement/upgrade of said PVS during the period July 1,
4 2019 through June 30, 2020.

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

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

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

18 3a. At the time this Agreement is executed, there are unresolved issues
19 pertaining to potential changes in salaries and benefits for COUNTY
20 employees. The costs of such potential changes are not included in the FY
21 2019-20 cost set forth in Attachment C nor in the FY 2019-20 Maximum
22 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
23 changes result in the COUNTY incurring or becoming obligated to pay for
24 increased costs for or on account of personnel whose costs are included in
25 the calculations of costs charged to CITY hereunder, CITY shall pay
26 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
27 of this Agreement, the full costs of said increases to the extent such
28 increases are attributable to work performed by such personnel during the

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

16 3b. If CITY is required to pay for increases as set forth in Subsection G-3a
17 above, COUNTY, at the request of CITY, will thereafter reduce the level of
18 service to be provided to CITY as set forth in Attachment A of this
19 Agreement to a level that will make the Maximum Obligation of CITY
20 hereunder for the period July 1, 2019 through June 30, 2020 an amount
21 specified by CITY that is equivalent to or higher or lower than the Maximum
22 Obligation set forth in Subsection G-2 for said period at the time this
23 Agreement originally was executed. The purpose of such adjustment of
24 service levels will be to give CITY the option of keeping its Maximum
25 Obligation hereunder at the pre-increase level or at any other higher or
26 lower level specified by CITY. In the event of such reduction in level of
27 service and adjustment of costs, the parties shall execute an amendment to
28 this Agreement so providing. Decisions about how to reduce the level of

1 service provided to CITY shall be made by SHERIFF with the approval of
2 CITY.

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

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

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

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

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

25 "Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the
26 acquisition of E-Citation units that are assigned to CITY, and b) recurring
27 costs, as deemed necessary by COUNTY, including the costs of
28 maintenance and contributions to a fund for replacement and upgrade of

1 such E-Citation units when they become functionally or technologically
2 obsolete.

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

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

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ATTACHMENT A

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 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:			
Lieutenant		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	8.22%
Deputy Sheriff II	Traffic	4.00	8.22%
Investigative Assistant	Traffic	2.00	8.22%
Office Specialist	Traffic	1.00	8.22%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.68%
Investigator	Auto Theft	2.00	6.68%
Investigative Assistant	Auto Theft	1.00	6.68%
Office Specialist	Auto Theft	1.00	6.68%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	6.67%
TOTAL		12.90	

ATTACHMENT B

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CITY OF YORBA LINDA

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LICENSING

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MUNICIPAL CODE SECTION 5.02.030

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COMMERCIAL SOLICITATION PERMITS

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MUNICIPAL CODE SECTION 5.04.020

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BUSINESS PERMITS

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MUNICIPAL CODE CHAPTER 5.20

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MESSAGE ESTABLISHMENTS AND TECHNICIANS

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(Only to the extent police review required, if any.)

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MUNICIPAL CODE SECTION 10.48.040

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BICYCLE LICENSES

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ATTACHMENT C

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 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:				
Lieutenant		1.00	\$ 380,973	\$ 380,973
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 322,194	\$ 161,097
Sergeant	Patrol	4.00	\$ 322,190	\$ 1,288,760
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 311,176	\$ 155,588
Investigator		3.00	\$ 276,751	\$ 830,253
Investigative Assistant		1.00	\$ 122,473	\$ 122,473
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 263,645	\$ 6,063,835
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 268,835	\$ 537,670
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 102,571	\$ 102,571
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 116,469	\$ 232,938
Office Specialist	Office Support	1.00	\$ 93,414	\$ 93,414
Deputy Sheriff II	Community Support	2.00	\$ 263,645	\$ 527,290
Deputy Sheriff II	School Resource Officer	1.00	\$ 263,645	\$ 263,645
TOTAL POSITIONS		42.00		\$ 10,760,507

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.22%	\$ 17,894
Deputy Sheriff II	Traffic	4.00	8.22%	\$ 97,779
Investigative Assistant	Traffic	2.00	8.22%	\$ 23,244
Office Specialist	Traffic	1.00	8.22%	\$ 8,597
AUTO THEFT:				
Sergeant	Auto Theft	0.30	6.68%	\$ 7,291
Investigator	Auto Theft	2.00	6.68%	\$ 41,889
Investigative Assistant	Auto Theft	1.00	6.68%	\$ 8,730
Office Specialist	Auto Theft	1.00	6.68%	\$ 7,082
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	6.67%	\$ 23,350
TOTAL REGIONAL/SHARED		12.90		\$ 235,856

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

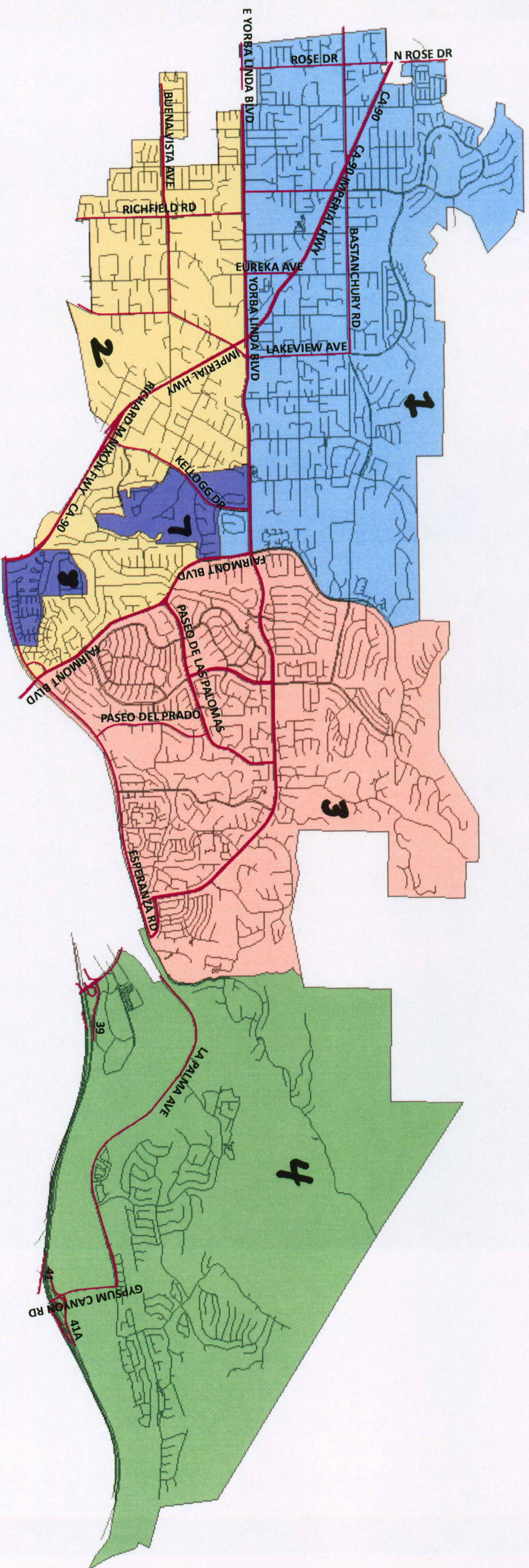
Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call and education incentive pay; contract administration; data line charges; services and supplies including taser costs; enhanced helicopter response services; Class A vehicle costs for one (1) unit; E-Citation acquisition costs for one (1) unit, recurring costs for eight (8) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition cost for one (1) Mobile unit and two (2) Laptop units, recurring cost for seventeen (17) Mobile units and five (5) Laptop units; overtime; patrol training cost allocation; Patrol Video System (PVS) acquisition cost for one (1) unit and recurring cost for fifteen (15) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; deployment savings; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2019-20.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,018,500
TOTAL COST OF SERVICES (Subsection G-2)	\$ 12,014,863

Yorba Linda Coverage Map-Dec, 2012
Yorba Linda Police Services Patrol Zone



Unincorporated Areas: Area 7 and 8

ATTACHMENT E**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT F**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, 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 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, 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 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 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 only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY 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.

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

WHEREAS, 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 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

WHEREAS, 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, 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yorba Linda as follows:

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 17th day of July, 2012.

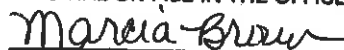

MARK SCHWING, MAYOR
CITY OF YORBA LINDA

ATTEST:


MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

STATE OF CALIFORNIA
COUNTY OF ORANGE
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. 2012-5148
PAGE NO. 2

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

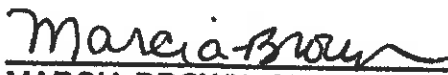


CITY ATTORNEY

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: ANDERSON, RIKEL, SCHWING
NOES: COUNCILMEMBERS: LINDSEY, WINDER
ABSENT: COUNCILMEMBERS: NONE



MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY	
	Participating City Request to Purchase From the TVA in FY	Date
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>
	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>	
	<p align="center">ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</p>	
APPROVALS		
	<p>Recommended For Approval</p> <p>CITY POLICE SERVICES CHIEF</p>	MANAGER – TVA PROGRAM

OCSD
BUDGET
USE ONLY

ATTACHMENT H

ATTACHMENT I

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

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

ATTACHMENT I**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 – POLICE SERVICES CHIEF:

Police Services Chief (Lieutenant), 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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ATTACHMENT I**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 Amendment to the Agreement dated July 1, 2019.

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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ATTACHMENT I**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 and 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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ATTACHMENT I**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.