

**FIRST AMENDMENT TO AGREEMENT**

**BETWEEN THE  
CITY OF YORBA LINDA  
AND THE  
COUNTY OF ORANGE**

**THIS FIRST AMENDMENT TO AGREEMENT**, entered into this ~~First~~  
~~Twenty-second~~ day of May ~~2018~~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".

**WITNESSETH:**

~~WHEREAS, CITY wishes to contract with COUNTY for law  
enforcement services; and~~

~~WHEREAS, COUNTY is agreeable to the rendering of such services,  
as authorized by Government Code Sections 51301 and 55362 on the terms and  
conditions hereinafter set forth.~~

~~**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**~~

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4 ~~**A. TERM:**~~

5 ~~The term of this Agreement shall be for five (5) years, commencing July 1, 2018~~  
6 ~~and terminating June 30, 2023, unless terminated earlier by either party in the~~  
7 ~~manner set forth herein.~~

8 ~~**B. OPTIONAL TERMINATION:**~~

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

11 ~~**C. REGULAR SERVICES BY COUNTY:**~~

12 ~~1. COUNTY, through its Sheriff-Coroner and deputies, officers and~~  
13 ~~employees, hereinafter referred to as "SHERIFF," shall render to CITY law~~  
14 ~~enforcement services as hereinafter provided. Such services shall include~~  
15 ~~the enforcement of lawful State statutes and lawful municipal ordinances of~~  
16 ~~CITY other than licensing ordinances. Licensing services by CITY are~~  
17 ~~detailed in Section F of this Agreement.~~

18 ~~2. The night, day and evening patrol and supervisory shifts will be established~~  
19 ~~by SHERIFF. Personnel of each shift may work varying and different times~~  
20 ~~and may be deployed to other shifts when, in the opinion of SHERIFF and~~  
21 ~~CITY Manager, the need arises. Any long-term shift deployment change~~  
22 ~~will be reported to the CITY Manager.~~

23 ~~3. Each fiscal year COUNTY shall submit to CITY, in writing, a recommended~~  
24 ~~level of service for the following fiscal year. CITY shall remit to COUNTY, in~~  
25 ~~writing, its response to the recommended level of service. If the parties are~~  
26 ~~unable to agree by June 30 of any fiscal year on the level of service to be~~  
27 ~~provided by COUNTY to CITY or on the amount to be paid by CITY for~~  
28 ~~services to be provided by COUNTY for the following fiscal year, COUNTY~~

1 ~~will provide the level of service provided in the current fiscal year, and CITY~~  
2 ~~shall be obligated to pay the costs of such services. The full cost of such~~  
3 ~~services may exceed the cost of similar services provided in the current~~

4 **C. REGULAR SERVICES BY COUNTY:** (Continued)

5 ~~fiscal year.~~ 1. For the period July 1, 2019 through June 30, 2020, REGULAR  
6 SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read  
7 as follows:

8  
9 "C-4. The level of service, other than for licensing, to be provided by the  
10 COUNTY, for the period July 1, 2018-2019 through June 30, 2019-2020, is  
11 set forth in Attachment A and incorporated herein by this reference."

12 ~~5. For any service listed in Attachment A of this Agreement that is provided to~~  
13 ~~CITY at less than 100% of a full time SHERIFF position, COUNTY retains~~  
14 ~~the option to terminate such service in the event the COUNTY or other City~~  
15 ~~or Cities which contract(s) for the balance of the time of the employee~~  
16 ~~providing the service no longer pay(s) for such service and CITY does not~~  
17 ~~request the Agreement be amended to pay 100% of the cost of the~~  
18 ~~employee providing such service. The Maximum Obligation of CITY set~~  
19 ~~forth in Subsection G-2 will be adjusted accordingly.~~

20 ~~6. All services contracted for in this Agreement may not be operational on the~~  
21 ~~precise date specified in this Agreement. In those instances, SHERIFF~~  
22 ~~shall notify CITY Manager of the date or dates such service or services are~~  
23 ~~to be implemented. SHERIFF shall reduce the monthly charges to CITY,~~  
24 ~~based on the actual date of implementation of the service or services.~~  
25 ~~Charges shall be reduced on the next monthly billing tendered in~~  
26 ~~accordance with Subsection G-5 of this Agreement.~~

27 ~~7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to~~  
28 ~~leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF~~

1 ~~determines that the Lieutenant is needed elsewhere, SHERIFF will notify~~  
2 ~~CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to~~  
3 ~~CITY as soon as possible once the emergency situation is under control.~~

4 ~~8. With respect to the licensing ordinances of CITY listed in Attachment B~~  
5 ~~hereto, which is incorporated herein by this reference, SHERIFF shall~~  
6 ~~receive applications for CITY licenses pursuant to said ordinances and~~

7 ~~**C. REGULAR SERVICES BY COUNTY:**~~ (Continued)

8 ~~complete investigations relating to such applications. Said investigations shall be~~  
9 ~~forwarded to CITY Manager. COUNTY shall not provide any advisory,~~  
10 ~~administrative, hearing or litigation attorney support or services related to licensing.~~  
11 ~~COUNTY shall not provide any administrative or investigatory services related to~~  
12 ~~the licensing ordinances listed in Attachment B, hereto, except the investigations~~  
13 ~~relating to initial applications for which this subsection provides.~~

14 ~~9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY~~  
15 ~~Manager, on behalf of CITY, are authorized to execute written amendments to this~~  
16 ~~Agreement to increase or decrease the level of service set forth in Attachment A,~~  
17 ~~when SHERIFF and CITY Manager mutually agree that such increase or decrease~~  
18 ~~in the level of service is appropriate. Any such amendment to the Agreement shall~~  
19 ~~concomitantly increase or decrease the cost of services payable by CITY set forth~~  
20 ~~in Attachment C and incorporated herein by this reference, and the Maximum~~  
21 ~~Obligation of CITY set forth in Subsection G-2, in accordance with the current~~  
22 ~~year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall~~  
23 ~~file copies of any such amendments to this Agreement with the Clerk of COUNTY's~~  
24 ~~Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed~~  
25 ~~by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease~~  
26 ~~the cost of services payable by CITY by more than one percent (1%) of the total~~  
27 ~~cost originally set forth in Attachment C and the Maximum Obligation originally set~~  
28 ~~forth in Subsection G-2.~~

~~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~~

~~**C. REGULAR SERVICES BY COUNTY:** (Continued)~~

~~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 hereto, which is incorporated herein by this reference. Investigative resources included in this contract are intended for the response to calls for service within the CITY.~~

~~**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**~~

~~1. 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.~~

~~2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City~~

1           ~~Manager, and within the limitations set forth in this Subsection D-2,~~  
2           ~~SHERIFF may provide supplemental law enforcement services to preserve~~  
3           ~~the peace at special events or occurrences that occur on an occasional~~

4           ~~**D. — ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**~~ (Continued)

5           ~~basis and are operated by private individuals or private entities on non-CITY~~  
6           ~~property. SHERIFF shall determine personnel and equipment needed for~~  
7           ~~such supplemental services, and will provide such supplemental services~~  
8           ~~only if SHERIFF is able to do so without reducing the normal and regular~~  
9           ~~ongoing services that SHERIFF otherwise would provide to CITY pursuant~~  
10           ~~to this Agreement. Such supplemental services shall be provided only by~~  
11           ~~regularly appointed full-time peace officers, at rates of pay governed by a~~  
12           ~~Memorandum of Understanding between COUNTY and the bargaining unit~~  
13           ~~representing the peace officers providing the services. Such supplemental~~  
14           ~~services shall include only law enforcement duties and shall not include~~  
15           ~~services authorized to be provided by a private patrol operator, as defined~~  
16           ~~in Section 7582.1 of the Business and Professions Code. Law enforcement~~  
17           ~~support functions, including, but not limited to, clerical functions and~~  
18           ~~forensic science services, may be performed by non-peace officer~~  
19           ~~personnel if the services do not involve patrol or keeping the peace and are~~  
20           ~~incidental to the provision of law enforcement services. CITY shall~~  
21           ~~reimburse COUNTY its full, actual costs of providing such supplemental~~  
22           ~~services at an amount computed by SHERIFF, based on the current year's~~  
23           ~~COUNTY law enforcement cost study. The cost of these supplemental~~  
24           ~~services shall be in addition to the Maximum Obligation of CITY set forth in~~  
25           ~~Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately~~  
26           ~~after each such event.~~

27           ~~3. Supplemental services for events operated by public entities on non-CITY~~  
28           ~~property. At the request of CITY, through its City Manager, and within the~~

1 ~~limitations set forth in this Subsection D-3, SHERIFF may provide~~  
2 ~~supplemental law enforcement services to preserve the peace at special~~  
3 ~~events or occurrences that occur on an occasional basis and are operated~~

4 **~~D. — ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)~~**

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

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

26 ~~5. In accordance with Government Code 51350, COUNTY has adopted Board~~  
27 ~~Resolution 89-1160 which identifies Countywide services, including but not~~  
28 ~~limited to helicopter response. SHERIFF through this contract provides~~



1 ~~enhanced helicopter response services. The cost of enhanced helicopter~~  
2 ~~response services is included in the cost of services set forth in Attachment~~  
3 ~~C and in the Maximum Obligation of CITY set forth in Subsection G-2.~~

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

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

9 ~~**E. PATROL VIDEO SYSTEMS:**~~

10 ~~1. As part of the law enforcement services provided to CITY, COUNTY has~~  
11 ~~provided, or will provide patrol video systems (hereinafter called "PVS") that~~  
12 ~~will be mounted in the patrol vehicles designated by COUNTY for use within~~  
13 ~~CITY service area.~~

14 ~~2. SHERIFF has the exclusive right to use said PVS for law enforcement services~~  
15 ~~related \_\_\_\_\_ to \_\_\_\_\_ this \_\_\_\_\_ Agreement. \_\_\_\_\_ 2.~~

16 ~~\_\_\_\_\_ F~~  
17 ~~or the period July 1, 2019 through June 30, 2020, PATROL VIDEO SYSTEMS,~~  
18 ~~Subsection E-3 of the Agreement is amended to read as follows:~~

19  
20 ~~"E-3. \_\_\_\_\_"~~

21 CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
22 installation of Patrol Video Systems that are or will be mounted in patrol  
23 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by  
24 COUNTY, including the costs of maintenance and contributions to a fund  
25 for replacement and upgrade of such PVS when they become functionally  
26 or technologically obsolete.

27 The costs to be paid by CITY for recurring costs, including maintenance  
28 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 ~~2018-2019~~ through June 30, ~~2019~~2020.

5 ~~4. If, following the initial acquisition of PVS referenced above, CITY requires~~  
6 ~~PVS for additional patrol cars designated for use in the CITY service area,~~  
7 ~~COUNTY will purchase said additional PVS. Upon demand by COUNTY,~~  
8 ~~CITY will pay to COUNTY a) the full costs of acquisition and installation of~~

9 **~~PATROL VIDEO SYSTEMS: (Continued)~~**

10 ~~said additional PVS, and b) the full recurring costs for said PVS, as deemed~~  
11 ~~necessary by COUNTY, including the costs of maintenance, and~~  
12 ~~contributions to a fund for replacement and upgrade of such PVS when they~~  
13 ~~become functionally or technologically obsolete. Said costs related to~~  
14 ~~additional PVS are not included in, and are in addition to, the costs set forth~~  
15 ~~Attachment C and the Maximum Obligation of CITY set forth in Subsection~~  
16 ~~G-2 of this Agreement.~~

17 ~~5. County will replace and/or upgrade PVS as needed. The costs of~~  
18 ~~replacing/upgrade PVS shall be paid by COUNTY from the~~  
19 ~~replacement/upgrade funds to be paid by CITY in accordance with the~~  
20 ~~foregoing. CITY shall not be charged any additional charge to replace or~~  
21 ~~upgrade PVS.~~

22 **~~F. LICENSING SERVICES BY CITY:~~**

23 ~~Upon receipt from SHERIFF of investigations of applications for licenses~~  
24 ~~referred to in Subsection C-8 of this Agreement, CITY Manager shall determine~~  
25 ~~whether to grant or deny the licenses and will issue the licenses or notify the~~  
26 ~~applicants of denial. CITY shall provide all attorney services related to the~~  
27 ~~granting, denial, revocation and administration of said licenses and the~~  
28 ~~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.~~

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

~~4.~~

"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

**G. PAYMENT: (Continued)**

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, ~~2018-2019~~ through June 30, ~~2019~~2020, shall be ~~\$11,300,340~~12,014,863 as set forth in Attachment ~~C~~C.

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

~~3a~~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 ~~2018-199-20~~ cost set forth in Attachment ~~C-C~~ nor in the FY ~~2018~~2019-19 20 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, ~~2018-2019~~ through June 30, ~~2019-2020~~, 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, ~~2018-2019~~ and June 30, ~~2019-2020~~ 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

**G. PAYMENT:** (Continued)

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, ~~2018-2019~~ through June 30, ~~2019-2020~~, 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, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

~~3b~~3b. If CITY is required to pay for increases as set forth in Subsection G-~~3a~~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-A~~ of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ 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

1 this Agreement originally was executed. The purpose of such adjustment of  
2 service levels will be to give CITY the option of keeping its Maximum  
3 Obligation hereunder at the pre-increase level or at any other higher or  
4 lower level specified by CITY. In the event of such reduction in level of  
5 service and adjustment of costs, the parties shall execute an amendment to  
6 this Agreement so providing. Decisions about how to reduce the level of  
7 service provided to CITY shall be made by SHERIFF with the approval of  
8 CITY.

9 ~~4. The Maximum Obligation of CITY for services provided for the 12-month~~  
10 ~~periods commencing July 1, 2019, 2020, 2021, and 2022, will be~~  
11 ~~determined annually by COUNTY and approved by CITY.~~

12 //

13 **G. PAYMENT:** (Continued)

14 "G-5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the  
15 Maximum Obligation of CITY. If a determination is made that increases or  
16 decreases described in Subsection G-~~3~~ 3 must be paid or refunded,  
17 COUNTY thereafter shall include the pro-rata charges or credits for such  
18 increases or decreases in its monthly invoices to CITY for the balance of  
19 the period between July 1, ~~2018~~ 2019 and June 30, ~~2019~~ 2020.

20 ~~5. CITY shall pay COUNTY in accordance with COUNTY Board of~~  
21 ~~Supervisors' approved County Billing Policy, which is attached hereto as~~  
22 ~~Attachment E, and incorporated herein by this reference.~~

23 ~~6. COUNTY shall charge CITY late payment penalties in accordance with~~  
24 ~~County Billing Policy.~~

25 ~~7. As payment for the Licensing Services described in Subsection C-8 of this~~  
26 ~~Agreement, COUNTY shall retain all fees paid by applicants for licenses,~~  
27 ~~pursuant to CITY ordinances listed in Attachment B hereto. Retention of~~  
28 ~~said fees by COUNTY shall constitute payment in full to COUNTY for costs~~

1       ~~incurred by COUNTY in performing the functions related to licensing~~  
2       ~~described in Subsection C-8; provided, however, that if any of said fees are~~  
3       ~~waived or reduced by CITY, CITY shall pay to COUNTY the difference~~  
4       ~~between the amount of fees retained by COUNTY and the fees that were~~  
5       ~~set forth in the ordinances listed in Attachment B as of July 1, 2018.~~  
6       ~~Should CITY increase the fee schedule for the licensing ordinances set~~  
7       ~~forth in Attachment B, either party shall have the right to seek amendment~~  
8       ~~of this Agreement with respect to the division of the increased fees~~  
9       ~~between CITY and COUNTY.~~

10       ~~8. Narcotic asset forfeitures will be handled pursuant to Attachment F hereto,~~  
11       ~~which is incorporated herein by this reference.~~

12       ~~#~~

13       ~~H.~~ **NOTICES:**

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

18       ~~CITY:       ATTN: CITY MANAGER~~

19       ~~4845 CASA LOMA~~

20       ~~YORBA LINDA, CA 92886~~

21  
22       ~~COUNTY:   ATTN: LAW ENFORCEMENT CONTRACT MANAGER~~

23       ~~SHERIFF-CORONER DEPARTMENT~~

24       ~~320 NORTH FLOWER STREET, SUITE 108~~

25       ~~SANTA ANA, CA 92703~~

26       ~~2. Termination notices shall be effective when written and deposited in the~~  
27       ~~United States mail, certified, return receipt requested and addressed as~~  
28       ~~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 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 shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.~~

**~~L. INDEMNIFICATION:~~**



1 ~~1. COUNTY, its officers, agents, employees, subcontractors and independent~~  
2 ~~contractors shall not be deemed to have assumed any liability for the~~  
3 ~~negligence or any other act or omission of CITY or any of its officers,~~  
4 ~~agents, employees, subcontractors or independent contractors, or for any~~  
5 ~~dangerous or defective condition of any public street or work or property of~~  
6 ~~CITY, or for any illegality or unconstitutionality of CITY's municipal~~  
7 ~~ordinances. CITY shall indemnify and hold harmless COUNTY and its~~  
8 ~~elected and appointed officials, officers, agents, employees, subcontractors~~  
9 ~~and independent contractors from any claim, demand or liability whatsoever~~  
10 ~~based or asserted upon the condition of any public street or work property~~  
11 ~~of CITY, or upon the illegality or unconstitutionality of any municipal~~  
12 ~~ordinance of CITY that SHERIFF has enforced, or upon any act or omission~~  
13 ~~of CITY, or its elected and appointed officials, officers, agents, employees,~~

14 ~~**L. INDEMNIFICATION: (Continued)**~~

15 ~~subcontractors or independent contractors related to this Agreement,~~  
16 ~~including, but not limited to, any act or omission of CITY related to the~~  
17 ~~maintenance or condition of any vehicle or motorcycle that is owned or~~  
18 ~~possessed, and maintained by CITY, and used by COUNTY personnel in~~  
19 ~~the performance of this Agreement, for property damage, bodily injury or~~  
20 ~~death or any other element of damage of any kind or nature, and CITY shall~~  
21 ~~defend, at its expense including attorney fees, and with counsel approved in~~  
22 ~~writing by COUNTY, COUNTY and its elected and appointed officials,~~  
23 ~~officers, agents, employees, subcontractors and independent contractors in~~  
24 ~~any legal action or claim of any kind based or asserted upon such condition~~  
25 ~~of public street or work or property, or illegality or unconstitutionality of a~~  
26 ~~municipal ordinance, or alleged acts or omissions. If judgment is entered~~  
27 ~~against CITY and COUNTY by a court of competent jurisdiction because of~~  
28 ~~the concurrent active negligence of either party, CITY and COUNTY agree~~



1           ~~that liability will be apportioned as determined by the court. Neither party~~  
2           ~~shall request a jury apportionment.~~

3           ~~2. COUNTY shall indemnify and hold harmless CITY and its elected and~~  
4           ~~appointed officials, officers, agents, employees, subcontractors and~~  
5           ~~independent contractors from any claim, demand or liability whatsoever~~  
6           ~~based or asserted upon any act or omission of COUNTY or its elected and~~  
7           ~~appointed officials, officers, agents, employees, subcontractors or~~  
8           ~~independent contractors related to this Agreement, for property damage,~~  
9           ~~bodily injury or death or any other element of damage of any kind or nature,~~  
10           ~~and COUNTY shall defend, at its expense, including attorney fees, and with~~  
11           ~~counsel approved in writing by CITY, CITY and its elected and appointed~~  
12           ~~officials, officers, agents, employees, subcontractors and independent~~  
13           ~~contractors in any legal action or claim of any kind based or asserted upon~~

14           ~~**L. INDEMNIFICATION: (Continued)**~~

15           ~~such alleged acts or omissions.~~

16           ~~**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**~~

17           ~~1. COUNTY has established a Traffic Violator Apprehension Program [“the~~  
18           ~~Program”], which is operated by SHERIFF, and is designed to reduce~~  
19           ~~vehicle accidents caused by unlicensed drivers and drivers whose licenses~~  
20           ~~are suspended and to educate the public about the requirements of the~~  
21           ~~Vehicle Code and related safety issues with regard to driver licensing,~~  
22           ~~vehicle registration, vehicle operation, and vehicle parking. The Program~~  
23           ~~operates throughout the unincorporated areas of the COUNTY and in the~~  
24           ~~cities that contract with COUNTY for SHERIFF’s law enforcement services,~~  
25           ~~without regard to jurisdictional boundaries, because an area-wide approach~~  
26           ~~to reduction of traffic accidents and driver education is most effective in~~  
27           ~~preventing traffic accidents. In order for CITY to participate in the Program,~~  
28           ~~CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the~~

1 amount and under the terms and conditions set forth in the resolution that is  
2 attached hereto as Attachment G and incorporated into this Agreement by  
3 reference [hereinafter "TVAP resolution"], and has directed that the revenue  
4 from such fee be used for the Program. CITY's participation in the Program  
5 may be terminated at any time by rescission or amendment of its TVAP  
6 resolution. In the event CITY 1) amends said TVAP resolution, or rescinds  
7 said TVAP resolution and adopts a new TVAP resolution pertaining to the  
8 above-referenced fee and the Program, and 2) remains a participant in the  
9 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on  
10 behalf of COUNTY, have authority to execute an amendment to this  
11 Agreement to substitute CITY's amended or new TVAP resolution for  
12 Attachment G to the Agreement, as long as said amendment to this  
13 Agreement does not materially change any other provision of this

14 **~~M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)~~**  
15 ~~Agreement.~~

16 ~~1. COUNTY will make available for review, at the request of CITY, all financial~~  
17 ~~data related to the Program as may be requested by CITY.~~

18  
19 ~~Fee revenue generated by COUNTY and participating cities will be used to~~  
20 ~~fund the following positions, which will be assigned to the Program:~~

- 21 ~~• Ten one-hundredths of one (0.10) Sergeant~~  
22 ~~—(8 hours per two-week pay period)~~
- 23 ~~• One (1) Staff Specialist~~  
24 ~~—(80 hours per two-week pay period)~~
- 25 ~~• One (1) Office Specialist~~  
26 ~~—(80 hours per two-week pay period)~~

27 ~~4. Fee revenue generated by CITY may be used to reimburse CITY for~~  
28 ~~expenditures for equipment and/or supplies directly in support of the~~

1 ~~Program expenditures for equipment and/or supplies directly in support of~~  
2 ~~the Program. In order for an expenditure for equipment and/or supplies to~~  
3 ~~be eligible for reimbursement, CITY shall submit a request for and obtain~~  
4 ~~pre-approval of the expenditure by using the form as shown in Attachment~~  
5 ~~H. The request shall be submitted within the budget schedule established~~  
6 ~~by SHERIFF. SHERIFF shall approve the expenditure only if both of the~~  
7 ~~following conditions are satisfied: 1) there are sufficient Program funds,~~  
8 ~~attributable to revenue generated by CITY's fee, to pay for the requested~~  
9 ~~purchase, and 2) CITY will use the equipment and/or supplies, during their~~  
10 ~~entire useful life, only for purposes authorized by its TVAP resolution in~~  
11 ~~effect at the time of purchase. In the event that CITY terminates its~~  
12 ~~participation in the Program, CITY agrees that the equipment purchased by~~  
13 ~~CITY and reimbursed by Program funds will continue to be used, during the~~  
14 ~~remainder of its useful life, exclusively for the purposes authorized by~~

15 ~~**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**~~

16 ~~CITY's TVAP resolution in effect at the time of purchase. In the event the~~  
17 ~~fees adopted by COUNTY, CITY and other participating jurisdictions are not~~  
18 ~~adequate to continue operation of the Program at the level at which it~~  
19 ~~operated previously, COUNTY, at the option of CITY, will reduce the level of~~  
20 ~~Program service to be provided to CITY or will continue to provide the~~  
21 ~~existing level of Program services. COUNTY will charge CITY the cost of~~  
22 ~~any Program operations that exceed the revenue generated by fees. Such~~  
23 ~~charges shall be in addition to the Maximum Obligation of CITY set forth in~~  
24 ~~Subsection G-2 of this Agreement. The amount of any revenue shortfall~~  
25 ~~charged to CITY will be determined, at the time the revenue shortfall is~~  
26 ~~experienced, according to CITY's share of Program services rendered. In~~  
27 ~~the event of a reduction in level of Program service, termination of Program~~  
28 ~~service or adjustment of costs, the parties shall execute an amendment to~~

1 ~~the Agreement so providing. Decisions about how to reduce the level of~~  
2 ~~Program service provided to CITY shall be made by SHERIFF with the~~  
3 ~~approval of CITY.~~

4 **~~N. MOBILE DATA COMPUTERS:~~**

5 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY~~  
6 ~~has provided, or will provide, mobile data computers (hereinafter called~~  
7 ~~"MDCs") that are or will be mounted in patrol vehicles and motorcycles,~~  
8 ~~designated by COUNTY for use within CITY limits.~~

9 ~~SHERIFF has the exclusive right to use said MDCs for law enforcement services~~  
10 ~~related to this Agreement. 5. For the period July 1, 2019 through June 30, 2020,~~  
11 ~~MOBILE DATA COMPUTERS, Subsection N-3 of the Agreement is amended to read~~  
12 ~~as follows:~~

13 2.1.

14 "N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the  
15 acquisition and installation of MDCs that are or will be mounted in patrol  
16 vehicles and motorcycles assigned to CITY, and b) recurring costs, as  
17 deemed necessary by COUNTY, including the costs of maintenance and

18 **~~N. MOBILE DATA COMPUTERS: (Continued)~~**

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, 2018-2019 through June 30, 2019-2020.

27 ~~3. If, following the initial acquisition of MDCs referenced above, CITY requires~~  
28 ~~MDCs for additional patrol vehicles or motorcycles designated for use in the~~

1 ~~CITY, or for CITY's Emergency Operations Center, COUNTY will purchase~~  
2 ~~said additional MDCs. Upon demand by COUNTY, CITY will pay to~~  
3 ~~COUNTY a) the full costs of acquisition and installation of said additional~~  
4 ~~MDCs, and b) the full recurring costs for said MDCs, as deemed necessary~~  
5 ~~by COUNTY, including the costs of maintenance, and contributions to a~~  
6 ~~fund for replacement and upgrade of such MDCs when they become~~  
7 ~~functionally or technologically obsolete. Said costs related to additional~~  
8 ~~MDCs are not included in, and are in addition to, the costs set forth in~~  
9 ~~Attachment C and the Maximum Obligation of CITY set forth in Subsection~~  
10 ~~G-2 of this Agreement.~~

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

15 ~~#~~

16 ~~#~~

17 ~~#~~

18 ~~**O. OWNERSHIP OF FACILITY**~~

19 ~~CITY will retain title to the land and building at Arroyo Park to be used for the~~  
20 ~~Yorba Linda Police Services Building. CITY and COUNTY shall work together~~  
21 ~~in good faith regarding subsequent legal arrangements pertaining to the use of~~  
22 ~~the Yorba Linda Police Services Building after compliance with applicable rules~~  
23 ~~and procedures, if any, pertaining thereto.~~

24 ~~**P. OPERATIONS AGREEMENT:**~~

25 ~~1. CITY's Manager and COUNTY's SHERIFF are authorized to execute, on~~  
26 ~~behalf of CITY and COUNTY, respectively, the Operations Agreement~~  
27 ~~attached hereto as Attachment I.~~

28

1 ~~2. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and~~  
2 ~~CITY Manager, on behalf of CITY, are authorized to execute written~~  
3 ~~amendments to the Operations Agreement. Amendments may be executed~~  
4 ~~by SHERIFF and CITY Manager without prior approval by CITY's Council~~  
5 ~~and COUNTY's Board of Supervisors only if they pertain to the same~~  
6 ~~subject matter as the original Operations Agreement attached hereto and~~  
7 ~~do not, in the aggregate, increase or decrease the total costs of CITY or the~~  
8 ~~total expenses of COUNTY under this Agreement by more than one percent~~  
9 ~~(1%). Prior approval of CITY's Council and COUNTY's Board of~~  
10 ~~Supervisors is necessary for any other amendment of the Operations~~  
11 ~~Agreement. SHERIFF and CITY Manager shall file copies of any~~  
12 ~~amendments to the Operations Agreement with the Clerk of COUNTY's~~  
13 ~~Board of Supervisors and CITY's Clerk.~~

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19 **~~Q. E-CITATION UNITS:~~**

20 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY~~  
21 ~~has provided, or will provide, E-Citation units designated by COUNTY for~~  
22 ~~use within CITY limits.~~

23 ~~SHERIFF has the exclusive right to use said E-Citation units for law enforcement~~  
24 ~~services related to this Agreement. 6. For the period July 1, 2019 through June 30,~~  
25 ~~2020, E-CITATION UNITS Subsection Q-3 of the Agreement is amended to read~~  
26 ~~as follows:~~

27 ~~2.—~~

28

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, ~~2018~~  
13 2019 through June 30, ~~2019~~2020.

14 ~~4. If, following the initial acquisition of E-Citation units referenced above, CITY~~  
15 ~~requires E-Citation units designated for use in CITY, COUNTY will purchase~~  
16 ~~said additional E-Citation units. Upon demand by COUNTY, CITY will pay~~  
17 ~~to COUNTY a) the full costs of acquisition of said additional E-Citation units,~~  
18 ~~and b) the full recurring costs for said E-Citation units, as deemed~~  
19 ~~necessary by COUNTY, including the costs of maintenance, and~~  
20 ~~contributions to a fund for replacement and upgrade of such E-Citation units~~  
21 ~~when they become functionally or technologically obsolete. Said costs~~  
22 ~~related to additional E-Citation units are not included in, and are in addition~~  
23 ~~to, the costs set forth in Attachment C and the Maximum Obligation of CITY~~

24 ~~Q.~~ **E-CITATIONS:** (Continued)

25 set forth in Subsection G-2 of this Agreement.

26 ~~5. COUNTY will replace and/or upgrade E-Citation units as needed. The~~  
27 ~~costs of replacing/upgrading E-Citation units shall be paid by COUNTY from~~  
28 ~~the replacement/upgrade funds to be paid by CITY in accordance with the~~

1                   ~~foregoing. CITY shall not be charged any additional charge to replace or~~  
2                   ~~upgrade E-Citation units.~~

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

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27                   **IN WITNESS WHEREOF**, the parties have executed the FIRST

28 AMENDMENT TO THE AGREEMENT in the County of Orange, State of California.



DATED: \_\_\_\_\_

CITY OF YORBA LINDA

ATTEST: \_\_\_\_\_

City Clerk

BY: \_\_\_\_\_

Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_

City Attorney

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_

Chairwoman of the Board of Supervisors  
County of Orange, California

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

Attest:

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

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

BY: \_\_\_\_\_

Deputy

DATED: \_\_\_\_\_

**ATTACHMENT I****OPERATIONS AGREEMENT****BETWEEN THE****SHERIFF-CORONER****AND THE****CITY OF YORBA LINDA****Effective July 1, ~~2018~~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, ~~2018~~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**

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2 **8. RADIO EQUIPMENT:**

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

9 **9. FUEL DELIVERY:**

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

15 **10. PARKING CITATION ADMINISTRATION:**

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

19 **11. IN-CUSTODY ARRESTS:**20 Booking Arrestees

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

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

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**ATTACHMENT I**

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2 **12. UNIFORMS AND EQUIPMENT:**

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

5 **13. VEHICLE IDENTIFICATION:**

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

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**ATTACHMENT I**

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

DATED: \_\_\_\_\_

CITY OF YORBA LINDA

BY: \_\_\_\_\_

CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk of the City of  
Yorba Linda\_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_

SHERIFF-CORONER

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

BY: \_\_\_\_\_

Deputy

**ATTACHMENT I**

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DATED: \_\_\_\_\_