

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF YORBA LINDA**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT**, entered into this First day of May 2018, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 YORBA LINDA, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY."

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law
13 enforcement services; and

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

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

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1 **A. TERM:**

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

5 **B. OPTIONAL TERMINATION:**

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

8 **C. REGULAR SERVICES BY COUNTY:**

- 9 1. COUNTY, through its Sheriff-Coroner and deputies, officers and
10 employees, hereinafter referred to as "SHERIFF," shall render to CITY law
11 enforcement services as hereinafter provided. Such services shall include
12 the enforcement of lawful State statutes and lawful municipal ordinances of
13 CITY other than licensing ordinances. Licensing services by CITY are
14 detailed in Section F of this Agreement.
- 15 2. The night, day and evening patrol and supervisory shifts will be established
16 by SHERIFF. Personnel of each shift may work varying and different times
17 and may be deployed to other shifts when, in the opinion of SHERIFF and
18 CITY Manager, the need arises. Any long-term shift deployment change
19 will be reported to the CITY Manager.
- 20 3. Each fiscal year COUNTY shall submit to CITY, in writing, a recommended
21 level of service for the following fiscal year. CITY shall remit to COUNTY, in
22 writing, its response to the recommended level of service. If the parties are
23 unable to agree by June 30 of any fiscal year on the level of service to be
24 provided by COUNTY to CITY or on the amount to be paid by CITY for
25 services to be provided by COUNTY for the following fiscal year, COUNTY
26 will provide the level of service provided in the current fiscal year, and CITY
27 shall be obligated to pay the costs of such services. The full cost of such
28 services may exceed the cost of similar services provided in the current

C. REGULAR SERVICES BY COUNTY: (Continued)

fiscal year.

4. The level of service, other than for licensing, to be provided by the COUNTY, for the period July 1, 2018 through June 30, 2019, is set forth in Attachment A and incorporated herein by this reference.
5. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the COUNTY or other City or Cities which contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
6. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-5 of this Agreement.
7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to CITY as soon as possible once the emergency situation is under control.
8. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and

C. REGULAR SERVICES BY COUNTY: (Continued)

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

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

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

2 originally set forth in Subsection G-2 of this Agreement

3 10. SHERIFF will deploy patrol resources included in this contract to respond to
4 calls for service in COUNTY unincorporated areas within the sphere of
5 influence of the CITY. Yorba Linda Police Services deputies will not handle
6 routine calls for service outside the designated Yorba Linda Police
7 Services Patrol Zone. The unincorporated areas are identified in
8 Attachment D hereto, which is incorporated herein by this reference.
9 Investigative resources included in this contract are intended for the
10 response to calls for service within the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services provided to CITY, COUNTY has provided, or will provide patrol video systems (hereinafter called "PVS") that will be mounted in the patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2018 through June 30, 2019.

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

PATROL VIDEO SYSTEMS: (Continued)

said additional PVS, and b) the full recurring costs for said PVS, 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. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

F. LICENSING SERVICES BY CITY:

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

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The cost of services includes salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. 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

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

2 increases as set forth in Subsection G-3, the Maximum Obligation of CITY
3 for services, other than Licensing Services, to be provided by the COUNTY
4 for the period July 1, 2018 through June 30, 2019, shall be \$11,300,340 as
5 set forth in Attachment C.

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

11 3a. At the time this Agreement is executed, there are unresolved issues
12 pertaining to potential changes in salaries and benefits for COUNTY
13 employees. The costs of such potential changes are not included in the FY
14 2018-19 cost set forth in Attachment C nor in the FY 2018-19 Maximum
15 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
16 changes result in the COUNTY incurring or becoming obligated to pay for
17 increased costs for or on account of personnel whose costs are included in
18 the calculations of costs charged to CITY hereunder, CITY shall pay
19 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
20 of this Agreement, the full costs of said increases to the extent such
21 increases are attributable to work performed by such personnel during the
22 period July 1, 2018 through June 30, 2019, and CITY's Maximum Obligation
23 hereunder shall be deemed to have increased accordingly. CITY shall pay
24 COUNTY in full for such increases on a pro-rata basis over the portion of
25 the period between July 1, 2018 and June 30, 2019 remaining after
26 COUNTY notifies CITY that increases are payable. If the changes result in
27 the COUNTY incurring or becoming obligated to pay for decreased costs for
28 or on account of personnel whose costs are included in the calculations of

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

2 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
3 by the CITY to the extent such decreases are attributable to work
4 performed by such personnel during the period July 1, 2018 through June
5 30, 2019, and CITY's Maximum Obligation hereunder shall be deemed to
6 have decreased accordingly. COUNTY shall reduce required payment by
7 CITY in full for such decreases on a pro-rata basis over the portion of the
8 period between July 1, 2018 and June 30, 2019 remaining after COUNTY
9 notifies CITY that the Maximum Obligation has decreased.

10 3b.If CITY is required to pay for increases as set forth in Subsection G-3a
11 above, COUNTY, at the request of CITY, will thereafter reduce the level of
12 service to be provided to CITY as set forth in Attachment A of this
13 Agreement to a level that will make the Maximum Obligation of CITY
14 hereunder for the period July 1, 2018 through June 30, 2019 an amount
15 specified by CITY that is equivalent to or higher or lower than the Maximum
16 Obligation set forth in Subsection G-2 for said period at the time this
17 Agreement originally was executed. The purpose of such adjustment of
18 service levels will be to give CITY the option of keeping its Maximum
19 Obligation hereunder at the pre-increase level or at any other higher or
20 lower level specified by CITY. In the event of such reduction in level of
21 service and adjustment of costs, the parties shall execute an amendment to
22 this Agreement so providing. Decisions about how to reduce the level of
23 service provided to CITY shall be made by SHERIFF with the approval of
24 CITY.

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

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G. PAYMENT: (Continued)

5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum Obligation of CITY. If a determination is made that increases or decreases described in Subsection G-3 must be paid or refunded, COUNTY thereafter shall include the pro-rata charges or credits for such increases or decreases in its monthly invoices to CITY for the balance of the period between July 1, 2018 and June 30, 2019.
6. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment E, and incorporated herein by this reference.
7. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
8. As payment for the Licensing Services described in Subsection C-8 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses, pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-8; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B as of July 1, 2018. Should CITY increase the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
9. Narcotic asset forfeitures will be handled pursuant to Attachment F hereto, which is incorporated herein by this reference.

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1 **H. NOTICES:**

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

6 **CITY:** ATTN: CITY MANAGER
7 4845 CASA LOMA
8 YORBA LINDA, CA 92886
9

10 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
11 SHERIFF-CORONER DEPARTMENT
12 320 NORTH FLOWER STREET, SUITE 108
13 SANTA ANA, CA 92703

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

17 **I. STATUS OF COUNTY:**

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

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1 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

10 This Agreement fully expresses all understanding of CITY and COUNTY with
11 respect to the subject matter of this Agreement, and shall constitute the total
12 Agreement between the parties for these purposes. No addition to, or
13 alteration of, the terms of this Agreement shall be valid unless made in writing,
14 formally approved and executed by duly authorized agents of both parties.

15 **L. INDEMNIFICATION:**

16 1. COUNTY, its officers, agents, employees, subcontractors and independent
17 contractors shall not be deemed to have assumed any liability for the
18 negligence or any other act or omission of CITY or any of its officers,
19 agents, employees, subcontractors or independent contractors, or for any
20 dangerous or defective condition of any public street or work or property of
21 CITY, or for any illegality or unconstitutionality of CITY's municipal
22 ordinances. CITY shall indemnify and hold harmless COUNTY and its
23 elected and appointed officials, officers, agents, employees, subcontractors
24 and independent contractors from any claim, demand or liability whatsoever
25 based or asserted upon the condition of any public street or work property
26 of CITY, or upon the illegality or unconstitutionality of any municipal
27 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
28 of CITY, or its elected and appointed officials, officers, agents, employees,

1 **L. INDEMNIFICATION: (Continued)**

2 subcontractors or independent contractors related to this Agreement,
3 including, but not limited to, any act or omission of CITY related to the
4 maintenance or condition of any vehicle or motorcycle that is owned or
5 possessed, and maintained by CITY, and used by COUNTY personnel in
6 the performance of this Agreement, for property damage, bodily injury or
7 death or any other element of damage of any kind or nature, and CITY shall
8 defend, at its expense including attorney fees, and with counsel approved in
9 writing by COUNTY, COUNTY and its elected and appointed officials,
10 officers, agents, employees, subcontractors and independent contractors in
11 any legal action or claim of any kind based or asserted upon such condition
12 of public street or work or property, or illegality or unconstitutionality of a
13 municipal ordinance, or alleged acts or omissions. If judgment is entered
14 against CITY and COUNTY by a court of competent jurisdiction because of
15 the concurrent active negligence of either party, CITY and COUNTY agree
16 that liability will be apportioned as determined by the court. Neither party
17 shall request a jury apportionment.

- 18 2. COUNTY shall indemnify and hold harmless CITY and its elected and
19 appointed officials, officers, agents, employees, subcontractors and
20 independent contractors from any claim, demand or liability whatsoever
21 based or asserted upon any act or omission of COUNTY or its elected and
22 appointed officials, officers, agents, employees, subcontractors or
23 independent contractors related to this Agreement, for property damage,
24 bodily injury or death or any other element of damage of any kind or nature,
25 and COUNTY shall defend, at its expense, including attorney fees, and with
26 counsel approved in writing by CITY, CITY and its elected and appointed
27 officials, officers, agents, employees, subcontractors and independent
28 contractors in any legal action or claim of any kind based or asserted upon

1 **L. INDEMNIFICATION: (Continued)**

2 such alleged acts or omissions.

3 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

4 1. COUNTY has established a Traffic Violator Apprehension Program [“the
5 Program”], which is operated by SHERIFF, and is designed to reduce
6 vehicle accidents caused by unlicensed drivers and drivers whose licenses
7 are suspended and to educate the public about the requirements of the
8 Vehicle Code and related safety issues with regard to driver licensing,
9 vehicle registration, vehicle operation, and vehicle parking. The Program
10 operates throughout the unincorporated areas of the COUNTY and in the
11 cities that contract with COUNTY for SHERIFF’s law enforcement services,
12 without regard to jurisdictional boundaries, because an area-wide approach
13 to reduction of traffic accidents and driver education is most effective in
14 preventing traffic accidents. In order for CITY to participate in the Program,
15 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
16 amount and under the terms and conditions set forth in the resolution that is
17 attached hereto as Attachment G and incorporated into this Agreement by
18 reference [hereinafter “TVAP resolution”], and has directed that the revenue
19 from such fee be used for the Program. CITY’s participation in the Program
20 may be terminated at any time by rescission or amendment of its TVAP
21 resolution. In the event CITY 1) amends said TVAP resolution, or rescinds
22 said TVAP resolution and adopts a new TVAP resolution pertaining to the
23 above-referenced fee and the Program, and 2) remains a participant in the
24 Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on
25 behalf of COUNTY, have authority to execute an amendment to this
26 Agreement to substitute CITY’s amended or new TVAP resolution for
27 Attachment G to the Agreement, as long as said amendment to this
28 Agreement does not materially change any other provision of this

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one-hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment H. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 CITY's TVAP resolution in effect at the time of purchase. In the event the
3 fees adopted by COUNTY, CITY and other participating jurisdictions are not
4 adequate to continue operation of the Program at the level at which it
5 operated previously, COUNTY, at the option of CITY, will reduce the level of
6 Program service to be provided to CITY or will continue to provide the
7 existing level of Program services. COUNTY will charge CITY the cost of
8 any Program operations that exceed the revenue generated by fees. Such
9 charges shall be in addition to the Maximum Obligation of CITY set forth in
10 Subsection G-2 of this Agreement. The amount of any revenue shortfall
11 charged to CITY will be determined, at the time the revenue shortfall is
12 experienced, according to CITY's share of Program services rendered. In
13 the event of a reduction in level of Program service, termination of Program
14 service or adjustment of costs, the parties shall execute an amendment to
15 the Agreement so providing. Decisions about how to reduce the level of
16 Program service provided to CITY shall be made by SHERIFF with the
17 approval of CITY.

18 **N. MOBILE DATA COMPUTERS:**

- 19 1. As part of the law enforcement services to be provided to CITY, COUNTY
20 has provided, or will provide, mobile data computers (hereinafter called
21 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
22 designated by COUNTY for use within CITY limits.
- 23 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
24 services related to this Agreement.
- 25 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
26 installation of MDCs that are or will be mounted in patrol vehicles and
27 motorcycles assigned to CITY, and b) recurring costs, as deemed
28 necessary by COUNTY, including the costs of maintenance and

N. MOBILE DATA COMPUTERS: (Continued)

contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2018 through June 30, 2019.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol vehicles or motorcycles designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

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O. OWNERSHIP OF FACILITY

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

P. OPERATIONS AGREEMENT:

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

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Q. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2018 through June 30, 2019.

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

Q. E-CITATIONS: (Continued)

set forth in Subsection G-2 of this Agreement.

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

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

3 DATED: _____

4 CITY OF YORBA LINDA

5 ATTEST: _____
6 City Clerk

7 BY: _____
8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
11 City Attorney

12 -----
13 DATED: _____

14 COUNTY OF ORANGE

15
16 BY: _____
17 Chairman of the Board of Supervisors
18 County of Orange, California

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

23 _____
24 Robin Stieler
25 Clerk of the Board of Supervisors
26 County of Orange, California

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

 BY: *Nicole Adams*
 Deputy

 DATED: 5/9/18

ATTACHMENT A

**ORANGE COUNTY SHERIFF-CORONER
FY 2018-19 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	21.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	3.00	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
Extra Help			As needed
TOTAL		41.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.22%
Deputy Sheriff II	Traffic	4.00	7.22%
Investigative Assistant	Traffic	2.00	7.22%
Office Specialist	Traffic	1.00	7.22%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	5.54%
Investigator	Auto Theft	2.00	5.54%
Investigative Assistant	Auto Theft	1.00	5.54%
Office Specialist	Auto Theft	1.00	5.54%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	9.68%
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

9

10

MUNICIPAL CODE SECTION 5.04.020

11

BUSINESS PERMITS

12

13

MUNICIPAL CODE CHAPTER 5.20

14

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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**ORANGE COUNTY SHERIFF-CORONER
FY 2018-19 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	\$ 367,637	\$ 367,637
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 315,182	\$ 157,591
Sergeant	Patrol	4.00	\$ 315,174	\$ 1,260,696
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 304,570	\$ 152,285
Investigator		3.00	\$ 270,492	\$ 811,476
Investigative Assistant		1.00	\$ 118,520	\$ 118,520
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	21.00	\$ 257,449	\$ 5,406,429
Deputy Sheriff II -Motor	Motorcycle	3.00	\$ 262,867	\$ 788,601
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 99,363	\$ 99,363
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 112,810	\$ 225,620
Office Specialist	Office Support	1.00	\$ 90,444	\$ 90,444
Deputy Sheriff II	Community Support	2.00	\$ 257,449	\$ 514,898
Deputy Sheriff II	School Resource Officer	1.00	\$ 257,449	\$ 257,449
Extra Help	As needed			\$ 50,000
TOTAL POSITIONS		41.00		\$ 10,301,009

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.22%	\$ 16,781
Deputy Sheriff II	Traffic	4.00	7.22%	\$ 81,240
Investigative Assistant	Traffic	2.00	7.22%	\$ 18,290
Office Specialist	Traffic	1.00	7.22%	\$ 7,377
AUTO THEFT:				
Sergeant	Auto Theft	0.30	5.54%	\$ 6,445
Investigator	Auto Theft	2.00	5.54%	\$ 34,387
Investigative Assistant	Auto Theft	1.00	5.54%	\$ 7,233
Office Specialist	Auto Theft	1.00	5.54%	\$ 5,693
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	9.68%	\$ 33,791
TOTAL REGIONAL/SHARED		12.90		\$ 211,237

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

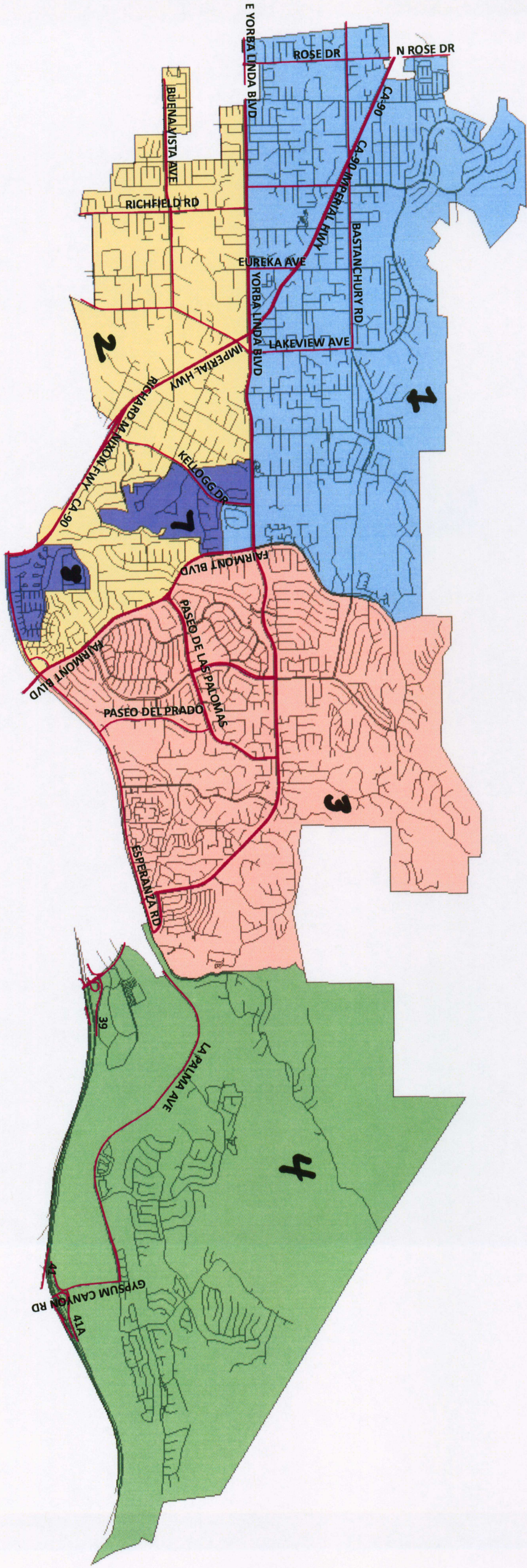
Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for seven (7) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen (17) Mobile units and three (3) Laptop units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fourteen (14) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2018-19.

TOTAL OTHER CHARGES AND CREDITS	\$ 788,094
TOTAL COST OF SERVICES (Subsection G-2)	\$ 11,300,340

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.

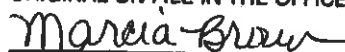

MARK SCHWING, MAYOR
CITY OF YORBA LINDA

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

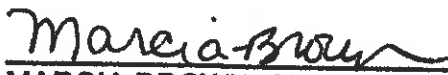


CITY ATTORNEY

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>			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
APPROVALS				
	<p>Recommended For Approval</p> <p>CITY POLICE SERVICES CHIEF</p>		<p>MANAGER – TVA PROGRAM</p>	

OCSD
BUDGET
USE ONLY

ATTACHMENT I

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

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 Agreement dated July 1, 2018.

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.

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: Theresa A. Khan
Deputy

DATED: 5/9/18