

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

THIS AGREEMENT, entered into this First day of June -2023, 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."

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:

//
//
//
//
//
//
//
//
//
//
//

TABLE OF CONTENTS

| <u>SECTION</u> | <u>PAGE</u> |
|-------------------------------------------------------|--------------------|
| A. TERM | 3 |
| B. OPTIONAL TERMINATION..... | 3 |
| C. REGULAR SERVICES BY COUNTY | 3 |
| D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY | 6 |
| E. PATROL VIDEO SYSTEMS | 9 |
| F. LICENSING SERVICES BY CITY | 10 |
| G. PAYMENT | 10 |
| H. NOTICES..... | 14 |
| I. STATUS OF COUNTY | 14 |
| J. STATE AUDIT | 15 |
| K. ALTERATION OF TERMS..... | 15 |
| L. INDEMNIFICATION..... | 15 |
| M. TRAFFIC VIOLATOR APPREHENSION PROGRAM | 17 |
| N. MOBILE DATA COMPUTERS..... | 19 |
| O. OWNERSHIP OF FACILITY..... | 21 |
| P. OPERATIONS AGREEMENT | 21 |
| Q. E-CITATION UNITS | 22 |
| SIGNATURE PAGE..... | 24 |
| Attachment A: Regular Services by County | |
| Attachment B: City Licensing | |
| Attachment C: Payment | |
| Attachment D: Patrol Zone (Unincorporated Areas) | |
| Attachment E: County Billing Policy | |
| Attachment F: Forfeited and Seized Asset Policy | |
| Attachment G: TVAP Resolution | |
| Attachment H: TVAP Form | |
| Attachment I: Operations Agreement | |

1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2023
3 and terminating June 30, 2028, 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, at a date determined by CITY, COUNTY shall submit to
21 CITY, in writing, a recommended level of service for the following fiscal
22 year. CITY shall remit to COUNTY, in writing, its response to the
23 recommended level of service. If the parties are unable to agree by June
24 30 of any fiscal year on the level of service to be provided by COUNTY to
25 CITY or on the amount to be paid by CITY for services to be provided by
26 COUNTY for the following fiscal year, COUNTY will provide the level of
27 service provided in the current fiscal year, and CITY shall be obligated to
28 pay the costs of such services. The full cost of such services may exceed

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

2 the cost of similar services provided in the current fiscal year.

- 3 4. The level of service, other than for licensing, to be provided by the
4 COUNTY, for the period July 1, 2023 through June 30, 2024, is set forth in
5 Attachment A.
- 6 5. For any service listed in Attachment A of this Agreement that is provided to
7 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
8 the option to terminate such service in the event the COUNTY or other City
9 or Cities which contract(s) for the balance of the time of the employee
10 providing the service no longer pay(s) for such service and CITY does not
11 request the Agreement be amended to pay 100% of the cost of the
12 employee providing such service. The Maximum Obligation of CITY set
13 forth in Subsection G-2 will be adjusted accordingly.
- 14 6. All services contracted for in this Agreement may not be operational on the
15 precise date specified in this Agreement. In those instances, SHERIFF
16 shall notify CITY Manager of the date or dates such service or services are
17 to be implemented. SHERIFF shall reduce the monthly charges to CITY,
18 based on the actual date of implementation of the service or services.
19 Charges shall be reduced on the next monthly billing tendered in
20 accordance with Subsection G-5 of this Agreement.
- 21 7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to
22 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
23 determines that the Captain is needed elsewhere, SHERIFF will notify
24 CITY's Manager within four (4) hours. SHERIFF will return the Captain to
25 CITY as soon as possible once the emergency situation is under control.
- 26 8. With respect to the licensing ordinances of CITY listed in Attachment B ,
27 SHERIFF shall receive applications for CITY licenses pursuant to said
28 ordinances and complete investigations relating to such applications. Said

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

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

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

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

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

2 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 Services
7 Patrol Zone. The unincorporated areas are identified in Attachment D
8 ~~hereto, which is incorporated herein by this reference.~~ Investigative
9 resources included in this contract are intended for the response to calls for
10 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

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

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

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

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

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

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

6 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

- 7 1. As part of the law enforcement services provided to CITY, COUNTY has
8 provided, or will provide body worn cameras (hereinafter called "BWC") that
9 will be worn by SHERIFF's personnel and In Car Video (hereinafter called
10 "IVC") will be mounted in vehicles designated by SHERIFF for use within
11 CITY service area.
- 12 2. SHERIFF has the exclusive right to use said BWC and ICV for law
13 enforcement services related to this Agreement.
- 14 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
15 BWC and the acquisition and installation of ICV, and b) recurring costs, as
16 deemed necessary by COUNTY, including the costs of maintenance and
17 contributions to a fund for replacement and upgrade of such BWC and ICV
18 when they become functionally or technologically obsolete.
- 19 The costs to be paid by CITY for recurring costs, including maintenance
20 and replacement/upgrade of BWC and ICV, are included in the costs set
21 forth in Attachment C and the Maximum Obligation of CITY set forth in
22 Subsection G-2 of this Agreement unless CITY has already paid such
23 costs.
- 24 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
25 requires BWC and ICV for additional SHERIFF's personnel or vehicles
26 designated for use in the CITY service area, COUNTY will purchase said
27 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
28 COUNTY a) the full costs of acquisition of additional BWC and the full cost

1 **E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)**

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

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

15 **F. LICENSING SERVICES BY CITY:**

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

22 **G. PAYMENT:**

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

28 //

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

2 2. Unless the level of service as set forth in Attachment A is increased or
3 decreased, by mutual agreement of parties, or CITY is required to pay for
4 increases as set forth in Subsection G-3, the Maximum Obligation of CITY
5 for services, other than Licensing Services, to be provided by the COUNTY
6 for the period July 1, 2023 through June 30, 2024, shall be \$13,444,026 as
7 set forth in Attachment C.

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

13 3a. At the time this Agreement is executed, there are unresolved issues
14 pertaining to potential changes in salaries and benefits for COUNTY
15 employees. The costs of such potential changes are not included in the FY
16 2023-24 cost set forth in Attachment C nor in the FY 2023-24 Maximum
17 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
18 changes result in the COUNTY incurring or becoming obligated to pay for
19 increased costs for or on account of personnel whose costs are included in
20 the calculations of costs charged to CITY hereunder, CITY shall pay
21 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
22 of this Agreement, the full costs of said increases to the extent such
23 increases are attributable to work performed by such personnel during the
24 period July 1, 2023 through June 30, 2024, and CITY's Maximum Obligation
25 hereunder shall be deemed to have increased accordingly. CITY shall pay
26 COUNTY in full for such increases on a pro-rata basis over the portion of
27 the period between July 1, 2023 and June 30, 2024 remaining after
28 COUNTY notifies CITY that increases are payable. If the changes result in

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

2 the COUNTY incurring or becoming obligated to pay for decreased costs for
3 or on account of personnel whose costs are included in the calculations of
4 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
5 by the CITY to the extent such decreases are attributable to work
6 performed by such personnel during the period July 1, 2023 through June
7 30, 2024, and CITY's Maximum Obligation hereunder shall be deemed to
8 have decreased accordingly. COUNTY shall reduce required payment by
9 CITY in full for such decreases on a pro-rata basis over the portion of the
10 period between July 1, 2023 and June 30, 2024 remaining after COUNTY
11 notifies CITY that the Maximum Obligation has decreased.

12 3b. If CITY is required to pay for increases as set forth in Subsection G-3a
13 above, COUNTY, at the request of CITY, will thereafter reduce the level of
14 service to be provided to CITY as set forth in Attachment A of this
15 Agreement to a level that will make the Maximum Obligation of CITY
16 hereunder for the period July 1, 2023 through June 30, 2024 an amount
17 specified by CITY that is equivalent to or higher or lower than the Maximum
18 Obligation set forth in Subsection G-2 for said period at the time this
19 Agreement originally was executed. The purpose of such adjustment of
20 service levels will be to give CITY the option of keeping its Maximum
21 Obligation hereunder at the pre-increase level or at any other higher or
22 lower level specified by CITY. In the event of such reduction in level of
23 service and adjustment of costs, the parties shall execute an amendment to
24 this Agreement so providing. Decisions about how to reduce the level of
25 service provided to CITY shall be made by SHERIFF with the approval of
26 CITY.

27 //

28 //

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

- 2 4. The Maximum Obligation of CITY for services provided for the 12-month
3 periods commencing July 1, 2024, 2025, 2026, and 2027, will be
4 determined annually by COUNTY and approved by CITY.
- 5 5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
6 Obligation of CITY. If a determination is made that increases or decreases
7 described in Subsection G-3 must be paid or refunded, COUNTY thereafter
8 shall include the pro-rata charges or credits for such increases or decreases
9 in its monthly invoices to CITY for the balance of the period between July 1,
10 2023 and June 30, 2024.
- 11 6. CITY shall pay COUNTY in accordance with COUNTY Board of
12 Supervisors' approved County Billing Policy, which is attached hereto as
13 Attachment E.
- 14 7. COUNTY shall charge CITY late payment penalties in accordance with
15 County Billing Policy.
- 16 8. As payment for the Licensing Services described in Subsection C-8 of this
17 Agreement, COUNTY shall retain all fees paid by applicants for licenses,
18 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
19 said fees by COUNTY shall constitute payment in full to COUNTY for costs
20 incurred by COUNTY in performing the functions related to licensing
21 described in Subsection C-8; provided, however, that if any of said fees are
22 waived or reduced by CITY, CITY shall pay to COUNTY the difference
23 between the amount of fees retained by COUNTY and the fees that were
24 set forth in the ordinances listed in Attachment B as of July 1, 2023.
25 Should CITY increase the fee schedule for the licensing ordinances set
26 forth in Attachment B, either party shall have the right to seek amendment
27 of this Agreement with respect to the division of the increased fees
28 between CITY and COUNTY.

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

2 9. Narcotic asset forfeitures will be handled pursuant to Attachment F.

3 **H. NOTICES:**

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

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

11
12 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
13 SHERIFF-CORONER DEPARTMENT
14 320 NORTH FLOWER STREET, SUITE 108
15 SANTA ANA, CA 92703

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

19 **I. STATUS OF COUNTY:**

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

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

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

18 **L. INDEMNIFICATION:**

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

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

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

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

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

2 counsel approved in writing by CITY, CITY and its elected and appointed
3 officials, officers, agents, employees, subcontractors and independent
4 contractors in any legal action or claim of any kind based or asserted upon
5 such alleged acts or omissions. County shall be responsible for any
6 damage caused to City vehicles used by County under this agreement,
7 except to the extent that the damage is caused by the City's act or
8 omission[LA1].

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

10 1. COUNTY has established a Traffic Violator Apprehension Program ["the
11 Program"], which is operated by SHERIFF, and is designed to reduce
12 vehicle accidents caused by unlicensed drivers and drivers whose licenses
13 are suspended and to educate the public about the requirements of the
14 Vehicle Code and related safety issues with regard to driver licensing,
15 vehicle registration, vehicle operation, and vehicle parking. The Program
16 operates throughout the unincorporated areas of the COUNTY and in the
17 cities that contract with COUNTY for SHERIFF's law enforcement services,
18 without regard to jurisdictional boundaries, because an area-wide approach
19 to reduction of traffic accidents and driver education is most effective in
20 preventing traffic accidents. In order for CITY to participate in the Program,
21 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
22 same amount as approved by COUNTY, as set forth in the resolution that
23 is Attachment G [hereinafter "TVAP resolution"], and has directed that the
24 revenue from such fee be used for the Program. CITY's participation in the
25 Program may be terminated at any time by rescission or amendment of its
26 TVAP resolution. In the event CITY 1) amends said TVAP resolution, or
27 rescinds said TVAP resolution and adopts a new TVAP resolution
28 pertaining to the above-referenced fee and the Program, and 2) remains a

1 participant in the Program thereafter, CITY's Manager, on behalf of CITY,
2 and SHERIFF, on behalf of COUNTY, have authority to execute an
3 amendment to this Agreement to substitute CITY's amended or new TVAP

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

5 resolution for Attachment G to the Agreement, as long as said amendment
6 to this Agreement does not materially change any other provision of this
7 Agreement. As COUNTY updates its fees for the Program periodically,
8 COUNTY will provide written notice to CITY of the updated fees. CITY's
9 participation in the Program will terminate if CITY determines not to adopt
10 the updated fees for the Program.

11 2. COUNTY will make available for review, at the request of CITY, all financial
12 data related to the Program as may be requested by CITY.

13 3. Fee revenue generated by COUNTY and participating cities will be used to
14 fund the following positions, which will be assigned to the Program:

- 15 • Ten one-hundredths of one (0.10) Sergeant
16 (8 hours per two-week pay period)
- 17 • One (1) Staff Specialist
18 (80 hours per two-week pay period)
- 19 • One (1) Office Specialist
20 (80 hours per two-week pay period)

21 4. Fee revenue generated by CITY may be used to reimburse CITY for
22 expenditures for equipment and/or supplies directly in support of the
23 Program expenditures for equipment and/or supplies directly in support of
24 the Program. In order for an expenditure for equipment and/or supplies to
25 be eligible for reimbursement, CITY shall submit a request for and obtain
26 pre-approval of the expenditure by using the form as shown in Attachment
27 H. The request shall be submitted within the budget schedule established
28 by SHERIFF. SHERIFF shall approve the expenditure only if both of the

1 following conditions are satisfied: 1) there are sufficient Program funds,
2 attributable to revenue generated by CITY's fee, to pay for the requested
3 purchase, and 2) CITY will use the equipment and/or supplies, during their

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

5 entire useful life, only for purposes authorized by its TVAP resolution in
6 effect at the time of purchase. In the event that CITY terminates its
7 participation in the Program, CITY agrees that the equipment purchased by
8 CITY and reimbursed by Program funds will continue to be used, during the
9 remainder of its useful life, exclusively for the purposes authorized by
10 CITY's TVAP resolution in effect at the time of purchase.

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

26 **N. MOBILE DATA COMPUTERS:**

- 27 1. As part of the law enforcement services to be provided to CITY, COUNTY
28 has provided, or will provide, mobile data computers (hereinafter called

1 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
2 designated by COUNTY for use within CITY limits.

3 //

4 **N. MOBILE DATA COMPUTERS:** (Continued)

5 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
6 services related to this Agreement.

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

13 The costs to be paid by CITY for recurring costs, including maintenance
14 and replacement/upgrade of MDCs, are included in the costs set forth in
15 Attachment C and the Maximum Obligation of CITY set forth in Subsection
16 G-2 of this Agreement.

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

1 //
2 //
3 //
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

N. MOBILE DATA COMPUTERS: (Continued)

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

O. OWNERSHIP OF FACILITY

CITY will retain title to the land and building at Arroyo Park to be used for the Yorba Linda Police Services Building. 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.[LA2]

P. OPERATIONS AGREEMENT:

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

1 Agreement. SHERIFF and CITY Manager shall file copies of any
2 amendments to the Operations Agreement with the Clerk of COUNTY's
3 Board of Supervisors and CITY's Clerk.

4 //

5 **Q. E-CITATION UNITS:**

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

16 The costs to be paid by CITY for recurring costs, including maintenance
17 and replacement/upgrade of E-Citation units, are included in the costs set
18 forth in Attachment C and the Maximum Obligation of CITY set forth in
19 Subsection G-2 of this Agreement unless CITY has already paid such
20 costs.

- 21 4. If, following the initial acquisition of E-Citation units referenced above, CITY
22 requires E-Citation units designated for use in CITY, COUNTY will purchase
23 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
24 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
25 and b) the full recurring costs for said E-Citation units, as deemed
26 necessary by COUNTY, including the costs of maintenance, and
27 contributions to a fund for replacement and upgrade of such E-Citation units
28 when they become functionally or technologically obsolete. Said costs

1 related to additional E-Citation units are not included in, and are in addition
2 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
3 set forth in Subsection G-2 of this Agreement.

4 //

5 **Q. E-CITATIONS:** (Continued)

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

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

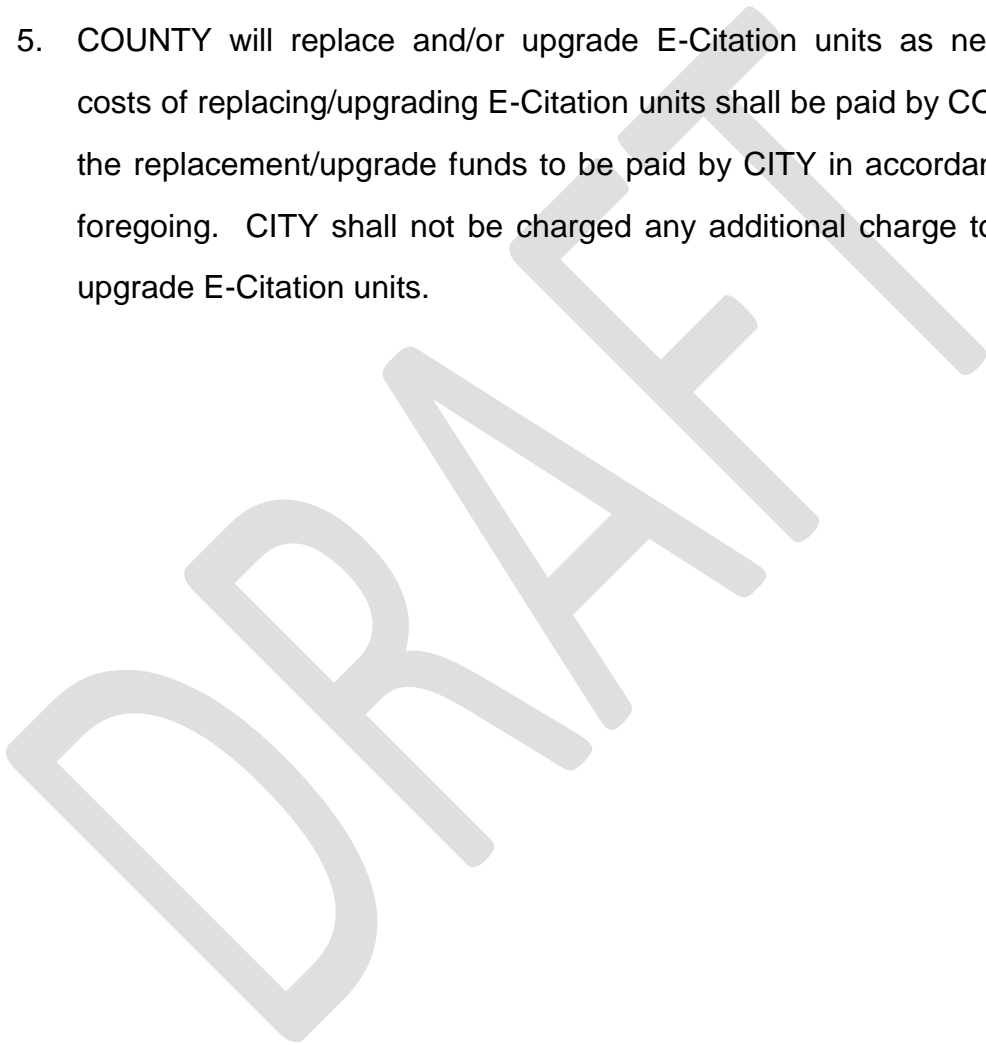
24 //

25 //

26 //

27 //

28 //



1 //
2 //
3 //

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

6 DATED: _____

7 CITY OF YORBA LINDA

8 ATTEST: _____

9 City Clerk

10 BY: _____

11 Mayor

12 APPROVED AS TO FORM:

13 BY: _____

14 City Attorney

15 -----
16 DATED: _____

17 COUNTY OF ORANGE

18 BY: _____

19 Chairman of the Board of Supervisors
20 County of Orange, California

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

24 Attest:

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

BY: _____
Deputy

DATED: _____

DRAFT

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

ATTACHMENT A

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

| Title | Detail | Quantity | Frequency |
|--------------------------------------|-------------------------|--------------|---------------------------------------|
| MANAGEMENT: | | | |
| Captain | | 1.00 | |
| SUPERVISION: | | | |
| Sergeant | Administrative | 0.50 | 40 hrs./ per two wk. pay period |
| Sergeant | Patrol | 4.00 | each, 80 hrs./ per two wk. pay period |
| INVESTIGATION SERVICES: | | | |
| Sergeant | Investigative | 0.50 | 40 hrs./ per two wk. pay period |
| Investigator | | 3.00 | each, 80 hrs./ per two wk. pay period |
| Investigative Assistant | | 1.00 | 80 hrs./ per two wk. pay period |
| PATROL AND TRAFFIC SERVICES*: | | | |
| Deputy Sheriff II -Patrol | Patrol | 23.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II -Motor | Motorcycle | 2.00 | each, 80 hrs./ per two wk. pay period |
| ADDITIONAL SERVICES*: | | | |
| Crime Prevention Specialist | Crime Prevention | 1.00 | 80 hrs./ per two wk. pay period |
| Community Services Officer | Parking/Traffic Enf. | 3.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II | Community Support | 2.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II | School Resource Officer | 1.00 | 80 hrs./ per two wk. pay period |
| Office Specialist | Office Support | 1.00 | 80 hrs./ per two wk. pay period |
| | | | |
| TOTAL | | 43.00 | |

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

REGIONAL / SHARED STAFF:

| Title | Regional Team | Quantity | % Allocation |
|-----------------------------------------|------------------------|--------------|--------------|
| TRAFFIC: | | | |
| Sergeant | Traffic | 0.60 | 7.48% |
| Deputy Sheriff II | Traffic | 4.00 | 7.48% |
| Investigative Assistant | Traffic | 2.00 | 7.48% |
| Office Specialist | Traffic | 1.00 | 7.48% |
| AUTO THEFT: | | | |
| Sergeant | Auto Theft | 0.30 | 7.31% |
| Investigator | Auto Theft | 2.00 | 7.31% |
| Investigative Assistant | Auto Theft | 1.00 | 7.31% |
| Office Specialist | Auto Theft | 1.00 | 7.31% |
| MOTORCYCLE (shared Supervision): | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 7.55% |
| TOTAL | | 12.90 | |

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

ATTACHMENT C

**"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: | | | | |
| Captain | | 1.00 | \$ 418,010 | \$ 418,010 |
| SUPERVISION: | | | | |
| Sergeant | Administrative | 0.50 | \$ 344,050 | \$ 172,025 |
| Sergeant | Patrol | 4.00 | \$ 344,048 | \$ 1,376,192 |
| INVESTIGATION SERVICES: | | | | |
| Sergeant | Investigative | 0.50 | \$ 333,494 | \$ 166,747 |
| Investigator | | 3.00 | \$ 298,662 | \$ 895,986 |
| Investigative Assistant | | 1.00 | \$ 144,958 | \$ 144,958 |
| PATROL AND TRAFFIC SERVICES: | | | | |
| Deputy Sheriff II -Patrol | Patrol | 23.00 | \$ 283,874 | \$ 6,529,102 |
| Deputy Sheriff II -Motor | Motorcycle | 2.00 | \$ 288,724 | \$ 577,448 |
| ADDITIONAL SERVICES: | | | | |
| Crime Prevention Specialist | Crime Prevention | 1.00 | \$ 114,219 | \$ 114,219 |
| Community Services Officer | Parking/Traffic Enf. | 3.00 | \$ 129,184 | \$ 387,552 |
| Office Specialist | Office Support | 1.00 | \$ 107,108 | \$ 107,108 |
| Deputy Sheriff II | Community Support | 2.00 | \$ 283,874 | \$ 567,748 |
| Deputy Sheriff II | School Resource Officer | 1.00 | \$ 283,874 | \$ 283,874 |
| | | | | |
| TOTAL POSITIONS | | 43.00 | | \$ 11,740,969 |

REGIONAL / SHARED STAFF:

| Title | Regional Team | Quantity | % Allocation | Cost \$ |
|-----------------------------------------|------------------------|--------------|--------------|-------------------|
| TRAFFIC: | | | | |
| Sergeant | Traffic | 0.60 | 7.48% | \$ 20,875 |
| Deputy Sheriff II | Traffic | 4.00 | 7.48% | \$ 109,676 |
| Investigative Assistant | Traffic | 2.00 | 7.48% | \$ 23,547 |
| Office Specialist | Traffic | 1.00 | 7.48% | \$ 9,168 |
| AUTO THEFT: | | | | |
| Sergeant | Auto Theft | 0.30 | 7.31% | \$ 10,171 |
| Investigator | Auto Theft | 2.00 | 7.31% | \$ 50,136 |
| Investigative Assistant | Auto Theft | 1.00 | 7.31% | \$ 11,579 |
| Office Specialist | Auto Theft | 1.00 | 7.31% | \$ 8,723 |
| MOTORCYCLE (shared Supervision): | | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 7.55% | \$ 30,493 |
| TOTAL REGIONAL/SHARED | | 12.90 | | \$ 274,368 |

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for two (2) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen (17) Mobile units and six (6) Laptop units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS:

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

| | |
|------------------------------------------------|----------------------|
| TOTAL OTHER CHARGES AND CREDITS | \$ 1,428,689 |
| TOTAL COST OF SERVICES (Subsection G-2) | \$ 13,444,026 |

ATTACHMENT I

**OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF YORBA LINDA
Effective July 1, 202~~3~~²**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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. CAPTAIN – POLICE SERVICES CHIEF:

Police Services Chief (Captain), 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~~^[LA1].

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.

//
//
//
//

ATTACHMENT I

6. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY:

~~CITY and SHERIFF recommend that d~~Deployment of law enforcement services shall 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 [LA2]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 ~~Fifth Amendment to the~~ Agreement dated July 1, 2023². [LA3]

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.

//

ATTACHMENT I

1 **8. RADIO EQUIPMENT:**

2 CITY shall retain ownership of seventeen (17) 800 MHZ in-car radios (Hot
3 Red), two (2) 800 MHZ in-car radios (Non Hot Red), three (3) motorcycle radios
4 (Hot Red), and thirty-four (34) 800 MHZ Pac Set (hand held) radios for YORBA
5 LINDA Police Services Building. SHERIFF will provide specifications for radios,
6 or other equipment necessary for the effective operation of police and
7 [LA4] emergency communications in support of delivery of services in CITY.

8 **9. FUEL DELIVERY:**

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

14 **10. PARKING CITATION ADMINISTRATION:**

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

18 **11. IN-CUSTODY ARRESTS:**

19 Booking Arrestees

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

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

26 //
27 //
28 //

ATTACHMENT I

1 **12. UNIFORMS AND EQUIPMENT:**

2 CITY will be responsible for providing Uniforms and equipment for CITY staff
3 and/or volunteers assigned to support [LA5] police services activities.

4 **13. VEHICLE IDENTIFICATION:**

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

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

ATTACHMENT I

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____