

MARCH 16, 2023 CITY COUNCIL MEETING

ADMINISTRATIVE REPORTS ITEM NO. 12 – NEW FIVE-YEAR AGREEMENT  
FOR LAW ENFORCEMENT SERVICES WITH THE ORANGE COUNTY SHERIFF'S  
DEPARTMENT

**ADDITIONAL MATERIAL RECEIVED AFTER POSTING OF AGENDA**

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 June 2023, 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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## **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
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.....	20
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 Investigative resources included in this contract are intended for the  
9 response to calls for service within the CITY.

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

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

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

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

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

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



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

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

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.

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

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

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

1. As part of the law enforcement services provided to CITY, COUNTY has provided, or will provide body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF's personnel and In Car Video (hereinafter called "ICV") will be mounted in vehicles designated by SHERIFF for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete.  
  
The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said BWC and ICV during the period July 1, 2023 through June 30, 2024.
4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF's personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said

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

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

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

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

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

24 **G. PAYMENT:**

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

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

2 COUNTY General overhead.

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

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

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

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

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

13 3b.If CITY is required to pay for increases as set forth in Subsection G-3a  
14 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
15 service to be provided to CITY as set forth in Attachment A of this  
16 Agreement to a level that will make the Maximum Obligation of CITY  
17 hereunder for the period July 1, 2023 through June 30, 2024 an amount  
18 specified by CITY that is equivalent to or higher or lower than the Maximum  
19 Obligation set forth in Subsection G-2 for said period at the time this  
20 Agreement originally was executed. The purpose of such adjustment of  
21 service levels will be to give CITY the option of keeping its Maximum  
22 Obligation hereunder at the pre-increase level or at any other higher or  
23 lower level specified by CITY. In the event of such reduction in level of  
24 service and adjustment of costs, the parties shall execute an amendment to  
25 this Agreement so providing, pursuant to Subsection C-9. Decisions about  
26 how to reduce the level of service provided to CITY shall be made by  
27 SHERIFF with the approval of CITY.

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.

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

2 participant in the Program thereafter, CITY's Manager, on behalf of CITY,  
3 and SHERIFF, on behalf of COUNTY, have authority to execute an  
4 amendment to this Agreement to substitute CITY's amended or new TVAP  
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 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

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

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**N. MOBILE DATA COMPUTERS:**

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

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

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2023 through June 30, 2024.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol vehicles or motorcycles designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become

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

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

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

10 **O. OWNERSHIP OF FACILITY**

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

13 **P. OPERATIONS AGREEMENT:**

- 14 1. The COUNTY and the CITY agree to the responsibilities assigned in the  
15 Operations Agreement in Attachment I.
- 16 2. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
17 CITY Manager, on behalf of CITY, are authorized to execute written  
18 amendments to the Operations Agreement. Amendments may be executed  
19 by SHERIFF and CITY Manager without prior approval by CITY's Council  
20 and COUNTY's Board of Supervisors only if they pertain to the same  
21 subject matter as the original Operations Agreement attached hereto and  
22 do not, in the aggregate, increase or decrease the total costs of CITY or the  
23 total expenses of COUNTY under this Agreement by more than one percent  
24 (1%). Prior approval of CITY's Council and COUNTY's Board of  
25 Supervisors is necessary for any other amendment of the Operations  
26 Agreement. SHERIFF and CITY Manager shall file copies of any  
27 amendments to the Operations Agreement with the Clerk of COUNTY's  
28 Board of Supervisors and CITY's Clerk.

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

- 2 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 3 has provided, or will provide, E-Citation units designated by COUNTY for
- 4 use within CITY limits.
- 5 2. SHERIFF has the exclusive right to use said E-Citation units for law
- 6 enforcement services related to this Agreement.
- 7 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
- 8 E-Citation units that are assigned to CITY, and b) recurring costs, as
- 9 deemed necessary by COUNTY, including the costs of maintenance and
- 10 contributions to a fund for replacement and upgrade of such E-Citation units
- 11 when they become functionally or technologically obsolete.
- 12 The costs to be paid by CITY for recurring costs, including maintenance and
- 13 replacement/upgrade of E-Citation units, are included in the costs set forth in
- 14 Attachment C and the Maximum Obligation of CITY set forth in Subsection
- 15 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
- 16 not be charged additional amounts for maintenance or replacement/upgrade
- 17 of said E-Citation units during the period July 1, 2023 through June 30,
- 18 2024.
- 19 4. If, following the initial acquisition of E-Citation units referenced above,
- 20 CITY requires E-Citation units designated for use in CITY, COUNTY will
- 21 purchase said additional E-Citation units. Upon demand by COUNTY,
- 22 CITY will pay to COUNTY a) the full costs of acquisition of said additional
- 23 E-Citation units, and b) the full recurring costs for said E-Citation units, as
- 24 deemed necessary by COUNTY, including the costs of maintenance, and
- 25 contributions to a fund for replacement and upgrade of such E-Citation
- 26 units when they become functionally or technologically obsolete. Said
- 27 costs related to additional E-Citation units are not included in, and are in
- 28 addition to, the costs set forth in Attachment C and the Maximum

1 **Q. E-CITATION UNITS: (Continued)**

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

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

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**ORANGE COUNTY SHERIFF-CORONER  
FY 2023-24 LAW ENFORCEMENT CONTRACT  
CITY OF YORBA LINDA  
"REGULAR SERVICES BY COUNTY"  
(Subsection C-4)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Captain		1.00	
<b>SUPERVISION:</b>			
Sergeant	Administrative	0.50	40 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
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
<b>PATROL AND TRAFFIC SERVICES*:</b>			
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
<b>ADDITIONAL SERVICES*:</b>			
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
<b>TOTAL</b>		<b>43.00</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
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%
<b>AUTO THEFT:</b>			
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%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	7.55%
<b>TOTAL</b>		<b>12.90</b>	

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CITY OF YORBA LINDA  
LICENSING

MUNICIPAL CODE SECTION 5.02.030  
COMMERCIAL SOLICITATION PERMITS

MUNICIPAL CODE SECTION 5.04.020  
BUSINESS PERMITS

MUNICIPAL CODE CHAPTER 5.20  
MESSAGE ESTABLISHMENTS AND TECHNICIANS  
(Only to the extent police review required, if any.)

MUNICIPAL CODE SECTION 10.48.040  
BICYCLE LICENSES

**ORANGE COUNTY SHERIFF-CORONER  
FY 2023-24 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
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 418,010	\$ 418,010
<b>SUPERVISION:</b>				
Sergeant	Administrative	0.50	\$ 344,050	\$ 172,025
Sergeant	Patrol	4.00	\$ 344,048	\$ 1,376,192
<b>INVESTIGATION SERVICES:</b>				
Sergeant	Investigative	0.50	\$ 333,494	\$ 166,747
Investigator		3.00	\$ 298,662	\$ 895,986
Investigative Assistant		1.00	\$ 144,958	\$ 144,958
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 283,874	\$ 6,529,102
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 288,724	\$ 577,448
<b>ADDITIONAL SERVICES:</b>				
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
<b>TOTAL POSITIONS</b>		<b>43.00</b>		<b>\$ 11,740,969</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
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
<b>AUTO THEFT:</b>				
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
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 30,493
<b>TOTAL REGIONAL/SHARED</b>		<b>12.90</b>		<b>\$ 274,368</b>

**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.

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

**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.



## **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.

### **CONTRACTED PATROL AND INVESTIGATION OFFICERS**

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF 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 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 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 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.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF 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.

**RESOLUTION NO. 2020-5728****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORBA LINDA UPDATING THE FEES CHARGED THROUGH THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM AND REPEALING RESOLUTION NO. 2012-5148**

**WHEREAS**, the City of Yorba Linda (the "City") contracts with the Orange County Sheriff's Department ("Sheriff's Department") for law enforcement services; and

**WHEREAS**, as a contract city, the City is eligible to participate in the Sheriff's Department's Traffic Violator Apprehension Program; 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**, based on a cost study by the Sheriff's Department the current administrative fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle has been increased from \$50 to \$144 and the \$152 fee for each vehicle impounded for 30 days has been decreased to \$144 by the Orange County Board of Supervisors through the adoption of a resolution on November 17, 2020; and

**WHEREAS**, the City desires to continue to participate in the Sheriff's Department's Traffic Violator Apprehension Program as originally authorized in Resolution No. 2012-5148; and

**WHEREAS**, the City desires to authorize the Sheriff's Department to collect the recently approved increased fees within the City; and

**WHEREAS**, all of the fees will be collected by the County and deposited into the Traffic Violator Apprehension Fund for the use by this program exclusively; and

**WHEREAS**, a Notice of Public Hearing with respect to the proposed new fees was given according to law; and

**WHEREAS**, a Public Hearing with respect to the proposed new fees was held before the Orange County Board of Supervisors on November 17, 2020.

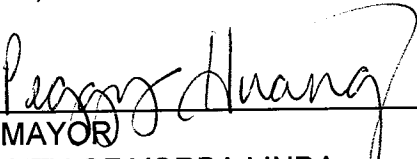
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Yorba Linda that Resolution No. 2012-5148 is hereby repealed and fees under the Sheriff's Department Traffic Violator Apprehension Program shall be assessed as follows:

1. The foregoing recitals are true and correct and are a substantive part of this

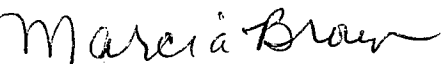
Resolution; and

2. An administrative fee of one hundred forty-four dollars (\$144.00) 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 one hundred forty-four dollars (\$144.00) shall be charged and collected for each vehicle impounded for thirty (30) days or more under Vehicle Code section 14602.6(a); and
3. The Sheriff's Department is authorized to collect these fees on behalf of the City and will deposit them into the Traffic Violator Apprehension Fund for the use by this program exclusively; and
4. The City Council finds that this resolution does not violate article XIII C of the California Constitution, as amended by Proposition 26, because the fee charged is not a tax for purposes of article XIII C.
5. The City Council finds that in accordance with Section 21080(b)(8) of the California Public Resources Code, the charge identified is only for the purpose of meeting operating expenses and is, therefore, exempt from compliance with the California Environmental Quality Act.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Yorba Linda on this 1st day of December, 2020.

  
MAYOR  
CITY OF YORBA LINDA

ATTEST:

  
MARCIA BROWN, CITY CLERK  
CITY OF YORBA LINDA

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

  
CITY ATTORNEY


STATE OF CALIFORNIA )

ss.

COUNTY OF ORANGE )

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 1st day of December, 2020, and was carried by the following roll call vote:

AYES: COUNCILMEMBERS: Campbell, Haney, Hernandez, Huang, Rodriguez  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

  
\_\_\_\_\_  
MARCIA BROWN, CITY CLERK  
CITY OF YORBA LINDA

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

<b>REQUEST</b>	<b>CONTRACT CITY</b>			
	Participating City Request to Purchase From the TVA in FY		Date	
	<u><b>QUANTITY</b></u>	<u><b>ITEM DESCRIPTION</b></u>	<u><b>APPLICABILITY TO TVA PROGRAM</b></u>	<u><b>ESTIMATED COST</b></u>
<b>CERTIFICATION</b>	<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>			
	<b>ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</b>			
<b>APPROVALS</b>				
	<u><b>Recommended For Approval</b></u> CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	

OCSD  
BUDGET  
USE ONLY

**OPERATIONS AGREEMENT****BETWEEN THE****SHERIFF-CORONER****AND THE****CITY OF YORBA LINDA****Effective July 1, 2023**

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

1 **3. DEPLOYMENT SCHEDULE:** (Continued)

2 Manager on changes in the deployment of personnel. SHERIFF retains final  
3 decision making authority regarding the deployment of personnel.

4 SHERIFF will annually file a copy of the YORBA LINDA Police Services  
5 deployment schedule with the CITY Manager and confer with the CITY  
6 Manager regarding deployment issues.

7 **4. CAPTAIN – POLICE SERVICES CHIEF:**

8 Police Services Chief (Captain), selected by the CITY Manager from a slate of  
9 candidates provided by the SHERIFF, will be an on-site department head for  
10 CITY. The Police Services Chief, at the direction of the CITY Manager, will  
11 attend CITY Council, staff and community meetings.

12 **5. PATROL PERFORMANCE GOALS:**

13 Patrol Performance Goals:

- 14 • Response to Priority One Calls: 5 minutes
- 15 • Response to Priority Two Calls: 12 minutes
- 16 • Response to Priority Three Calls: 20 minutes

17 Patrol Time Allocation Goal:

18 The Police Services Chief will report to the CITY Manager regarding  
19 CITY Police Services personnel's performance in meeting these goals.

20 In the event of a major incident outside the boundaries of CITY,  
21 adequate law enforcement personnel will remain in CITY to respond to  
22 Priority One and Priority Two calls for service.

23 **6. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY:**

24 Deployment of law enforcement services shall occur from the Arroyo Park  
25 Building currently referred to as the Yorba Linda Police Services Building.

26 a. Ownership

27 CITY shall maintain ownership of the existing facility, CITY purchased  
28 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, 2023.

**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.

**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.

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**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.

**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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