

CONTRACT
With
City of Yorba Linda
For
Law Enforcement Services

This Contract for Law Enforcement Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of Yorba Linda, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment Provisions
Attachment C – Level of Service
Attachment D – City Ordinances
Attachment E – TVAP Resolution
Attachment F – TVAP Form
Attachment G – Forfeited and Seized Asset Policy
Attachment H – Special Services

RECITALS

WHEREAS, City wishes to contract with County for law enforcement services; and

WHEREAS, County is agreeable to the rendering of such services, as authorized in Government Code sections 51301, 54981, and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Term of Contract:** This Contract shall commence July 1, 2025 and terminate June 30, 2030 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon one-hundred and eighty (180) days written notice to the other Party.

If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.

- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.
- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.
- G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County's agents or employees. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.
- H. **Indemnification:** County, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of City or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street, work or property of City, or for any illegality or unconstitutionality of City's municipal ordinances. City shall indemnify and hold harmless County, and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street, work or property of City, or upon the illegality or unconstitutionality of any municipal ordinance of City that Sheriff has enforced, or upon any act or omission of City, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by City and used by County personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and City shall defend at its expense including attorney fees, and with counsel approved in writing by County, County and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based upon or asserted upon such condition of public street, work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of either party, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- County shall indemnify and hold harmless City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of County or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and County shall defend, at its expense, including attorney fees, and with counsel approved in writing by City, City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.
- I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.
- J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
 CITY OF YORBA LINDA
 4845 CASA LOMA AVE.
 YORBA LINDA, CA 92886

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

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

City: Yorba Linda

By: _____ Title: Mayor

Print Name: _____ Date: _____

Attest: _____

City Clerk

Approved as to Form

By: _____
City Attorney

County:

By: _____ Title: Chair of the Board of Supervisors

Print Name: _____ Date: _____

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: _____

Robin Stieler
Clerk of the Board
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

DocuSigned by:
Annie Loo
B7726751D1E947E...

SCOPE OF WORK

A. REGULAR SERVICES BY COUNTY:

1. Sheriff shall render to City law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of City, other than licensing ordinances.
2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and City Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.
3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.
4. For any service that is provided to City at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other City or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and City does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.
5. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.
6. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in City the Captain in charge of City Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify City's Manager within four hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.
7. Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. County shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to initial applications for which this subsection provides.
8. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining has defined herein, changes to this Contract executed by Sheriff and City Manager may not, in the aggregate, increase or decrease the cost of services payable by City by more than one percent (1%) of the Maximum Obligation.

B. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on City property. At the request of City, through its City Manager, Sheriff may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by City. Sheriff shall determine personnel and equipment needed for such enhanced services. City shall reimburse County for such additional services, at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing the normal and regular ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between County and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. 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. Sheriff shall bill City immediately after each such event.

3. Supplemental services for events operated by public entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing services that Sheriff otherwise would provide to City pursuant to this Contract. 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. Sheriff shall bill City immediately after each such event.

4. Notwithstanding the foregoing, City, through its permit process, may utilize the services of 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 this Contract, 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. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 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 Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

C. BODY WORN CAMERA AND IN CAR VIDEO:

1. As part of the law enforcement services to be 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") that 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 Contract.

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 the Maximum Obligation of City, unless City has already paid such costs.

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 additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of

additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, 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. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV 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 BWC and ICV.

D. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. County has established a Traffic Violator Apprehension Program (“the Program”), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a “TVAP resolution”), and has directed that the revenue from such fee be used for the Program. City’s participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event City 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, City’s Manager, on behalf of City, and Sheriff, on behalf of County, have authority to execute an amendment of this Contract to substitute City’s amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. City’s participation in the Program will terminate if City determines not to adopt the updated fees for the Program.

2. County will make available for review, at the request of City, all financial data related to the Program as may be requested by City.

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

- Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
- One (1) Staff Specialist
(80 hours per two-week pay period)
- One (1) Office Specialist
(80 hours per two-week pay period)

4. Fee revenue generated by City may be used to reimburse City for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, City shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City’s fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

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

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

E. 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 Contract.

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 the Maximum Obligation of City unless City has already paid such costs.

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

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.

F. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, E-Citation units designated by County for use within City limits.

2. Sheriff has the exclusive right to use said E-Citation units for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of E-Citation units that are assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of E-Citation units referenced above, City requires additional E-Citation units designated for use in City, County will purchase said additional E-Citation units. Upon demand by County, City will pay to County a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring

costs for said E-Citation units, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

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

G. EQUIPMENT:

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

H. CITY OFFICE SPACE

1. In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in City Hall or other City building for the provision of services under this Contract. Said office space, furniture and equipment and supplies shall be used solely by personnel of City and County, while performing their assigned duties related to services under this Contract. City and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. City shall supply all repair, maintenance and janitorial supplies and services to said premises and shall be responsible for all charges for utilities supplied to said premises.

2. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

3. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

ATTACHMENT B
PAYMENT PROVISIONS

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2025 through June 30, 2026 shall be \$15,601,529 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

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

2. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

3. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

4. Billing Policy: City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

5. Late Penalties: County shall charge City late payment penalties in accordance with County Billing Policy.

6. Licensing Payments: As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

7. Fees: Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA
FY 2025-26**

LEVEL OF SERVICE

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 518,524	\$ 518,524
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 411,758	\$ 205,879
Sergeant	Patrol	4.00	\$ 411,756	\$ 1,647,024
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 399,056	\$ 199,528
Investigator		3.00	\$ 347,370	\$ 1,042,110
Investigative Assistant		1.00	\$ 165,344	\$ 165,344
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 330,853	\$ 7,609,619
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 341,442	\$ 682,884
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 127,776	\$ 127,776
Community Services Officer	Parking/Traffic Enf.	3.00	\$ 157,693	\$ 473,079
Office Specialist	Office Support	1.00	\$ 120,946	\$ 120,946
Deputy Sheriff II	Community Support	2.00	\$ 330,853	\$ 661,706
Deputy Sheriff II	School Resource Officer	1.00	\$ 330,853	\$ 330,853
TOTAL POSITIONS				
		43.00		\$ 13,785,272

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	10.52%	\$ 33,291
Investigator	Traffic	1.00	10.52%	\$ 38,311
Deputy Sheriff II	Traffic	3.00	10.52%	\$ 135,423
Investigative Assistant	Traffic	2.00	10.52%	\$ 39,340
AUTO THEFT:				
Sergeant	Auto Theft	0.30	5.99%	\$ 9,454
Investigator	Auto Theft	2.00	5.99%	\$ 49,993
Investigative Assistant	Auto Theft	1.00	5.99%	\$ 11,050
Office Specialist	Auto Theft	1.00	5.99%	\$ 8,447
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 36,286
TOTAL REGIONAL/SHARED				
		11.90		\$ 361,595

OTHER CHARGES AND CREDITS

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 eighteen (18) 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	\$ 1,454,662
TOTAL COST OF SERVICES	\$ 15,601,529

**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

MASSAGE ESTABLISHMENTS AND TECHNICIANS

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

MUNICIPAL CODE SECTION 10.48.040

BICYCLE LICENSES

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.

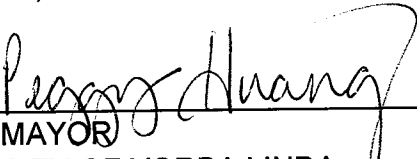
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Yorba Linda that Resolution No. 2012-5148 is hereby repealed and fees under the Sheriff's Department Traffic Violator Apprehension Program shall be assessed as follows:

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

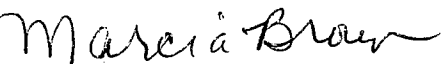
Resolution; and

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**

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

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.

SPECIAL SERVICES

The purpose of this attachment is to define, in greater detail, the areas of responsibility, 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 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:

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.

6. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY:

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 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.

7. 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.)

8. 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.

9. 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.