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THIRD AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF YORBA LINDA
AND THE
COUNTY OF ORANGE

THIS THIRD AMENDMENT TO AGREEMENT, entered into this Sixth day of May 2020, which date is enumerated for purposes of reference only, by and between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," to amend effective July 1, 2020 that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, 2020 through June 30, 2021, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:

"C-4. The level of service, other than for licensing, to be provided by the COUNTY, for the period July 1, 2020 through June 30, 2021, is set forth in Attachment A and incorporated herein by this reference."

2. For the period July 1, 2020 through June 30, 2021, PATROL VIDEO SYSTEMS, Subsection E-3 of the Agreement is amended to read as follows:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in

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Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2020 through June 30, 2021.”

3. For the period July 1, 2020 to June 30, 2021, PAYMENT, Subsections G-2, G-3a and G-3b and G-5 of the Agreement are amended to read as follows:

“G-2. Unless the level of service as set forth in Attachment A is increased or decreased, by mutual agreement of parties, or CITY is required to pay for increases as set forth in Subsection G-3, the Maximum Obligation of CITY for services, other than Licensing Services, to be provided by the COUNTY for the period July 1, 2020 through June 30, 2021, shall be \$12,390,296 as set forth in Attachment C.

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

3a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the FY 2020-21 cost set forth in Attachment C nor in the FY 2020-21 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel during the

1 period July 1, 2020 through June 30, 2021, and CITY's Maximum Obligation
2 hereunder shall be deemed to have increased accordingly. CITY shall pay
3 COUNTY in full for such increases on a pro-rata basis over the portion of
4 the period between July 1, 2020 and June 30, 2021 remaining after
5 COUNTY notifies CITY that increases are payable. If the changes result in
6 the COUNTY incurring or becoming obligated to pay for decreased costs for
7 or on account of personnel whose costs are included in the calculations of
8 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
9 by the CITY to the extent such decreases are attributable to work
10 performed by such personnel during the period July 1, 2020 through June
11 30, 2021, and CITY's Maximum Obligation hereunder shall be deemed to
12 have decreased accordingly. COUNTY shall reduce required payment by
13 CITY in full for such decreases on a pro-rata basis over the portion of the
14 period between July 1, 2020 and June 30, 2021 remaining after COUNTY
15 notifies CITY that the Maximum Obligation has decreased.

16 3b. If CITY is required to pay for increases as set forth in Subsection G-3a
17 above, COUNTY, at the request of CITY, will thereafter reduce the level of
18 service to be provided to CITY as set forth in Attachment A of this
19 Agreement to a level that will make the Maximum Obligation of CITY
20 hereunder for the period July 1, 2020 through June 30, 2021 an amount
21 specified by CITY that is equivalent to or higher or lower than the Maximum
22 Obligation set forth in Subsection G-2 for said period at the time this
23 Agreement originally was executed. The purpose of such adjustment of
24 service levels will be to give CITY the option of keeping its Maximum
25 Obligation hereunder at the pre-increase level or at any other higher or
26 lower level specified by CITY. In the event of such reduction in level of
27 service and adjustment of costs, the parties shall execute an amendment to
28 this Agreement so providing. Decisions about how to reduce the level of

1 service provided to CITY shall be made by SHERIFF with the approval of
2 CITY.

3 5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
4 Obligation of CITY. If a determination is made that increases or decreases
5 described in Subsection G-3 must be paid or refunded, COUNTY thereafter
6 shall include the pro-rata charges or credits for such increases or decreases
7 in its monthly invoices to CITY for the balance of the period between July 1,
8 2020 and June 30, 2021.”

9 4. For the period July 1, 2020 through June 30, 2021, MOBILE DATA COMPUTERS,
10 Subsection N-3 of the Agreement is amended to read as follows:

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

17 The costs to be paid by CITY for recurring costs, including maintenance
18 and replacement/upgrade of MDCs, are included in the costs set forth in
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement. CITY shall not be charged additional amounts for
21 maintenance or replacement/upgrade of said MDCs during the period July
22 1, 2020 through June 30, 2021.”

23 5. For the period July 1, 2020 through June 30, 2021, E-CITATION UNITS,
24 Subsection Q-3 of the Agreement is amended to read as follows:

25 “Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the
26 acquisition of E-Citation units that are assigned to CITY, and b) recurring
27 costs, as deemed necessary by COUNTY, including the costs of
28 maintenance and contributions to a fund for replacement and upgrade of

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such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2020 through June 30, 2021.”

6. Effective July 1, 2020, Attachment F (Forfeited and Seized Asset Policy) is amended to reflect current asset forfeiture guidelines. Attachment F, as amended and attached hereto, is incorporated in the Agreement by this reference.

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

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

3 DATED: June 2, 2020

4 CITY OF YORBA LINDA

5 ATTEST: Marcia Brown
6 City Clerk

7 BY: [Signature]
8 Mayor

9 APPROVED AS TO FORM:

10 BY: [Signature]
11 City Attorney

12 -----
13 DATED: 6/23/20

14 COUNTY OF ORANGE

15 BY: [Signature]
16 Chairwoman of the Board of Supervisors
17 County of Orange, California

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

21 Attest:

22 [Signature] 

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

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

BY: [Signature]
Deputy

DATED: 5/14/20

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Administrative	0.50	40 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Sergeant	Investigative	0.50	40 hrs./ per two wk. pay period
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	23.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking/Traffic Enf.	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Office Specialist	Office Support	1.00	80 hrs./ per two wk. pay period
TOTAL		42.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.25%
Deputy Sheriff II	Traffic	4.00	7.25%
Investigative Assistant	Traffic	2.00	7.25%
Office Specialist	Traffic	1.00	7.25%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	8.36%
Investigator	Auto Theft	2.00	8.36%
Investigative Assistant	Auto Theft	1.00	8.36%
Office Specialist	Auto Theft	1.00	8.36%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.14%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 401,629	\$ 401,629
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 334,828	\$ 167,414
Sergeant	Patrol	4.00	\$ 334,825	\$ 1,339,300
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 323,178	\$ 161,589
Investigator		3.00	\$ 287,206	\$ 861,618
Investigative Assistant		1.00	\$ 129,473	\$ 129,473
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 274,282	\$ 6,308,486
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 279,358	\$ 558,716
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 108,012	\$ 108,012
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 122,710	\$ 245,420
Office Specialist	Office Support	1.00	\$ 98,413	\$ 98,413
Deputy Sheriff II	Community Support	2.00	\$ 274,282	\$ 548,564
Deputy Sheriff II	School Resource Officer	1.00	\$ 274,282	\$ 274,282
TOTAL POSITIONS		42.00		\$ 11,202,916

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.25%	\$ 18,917
Deputy Sheriff II	Traffic	4.00	7.25%	\$ 98,585
Investigative Assistant	Traffic	2.00	7.25%	\$ 20,176
Office Specialist	Traffic	1.00	7.25%	\$ 8,005
AUTO THEFT:				
Sergeant	Auto Theft	0.30	8.36%	\$ 10,917
Investigator	Auto Theft	2.00	8.36%	\$ 56,643
Investigative Assistant	Auto Theft	1.00	8.36%	\$ 11,649
Office Specialist	Auto Theft	1.00	8.36%	\$ 9,119
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.14%	\$ 24,970
TOTAL REGIONAL/SHARED		12.90		\$ 258,981

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call pay and education incentive pay; contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for eight (8) 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; Patrol Video System (PVS) recurring cost for fifteen (15) units; 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 retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 928,399
TOTAL COST OF SERVICES (Subsection G-2)	\$ 12,390,296

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.

**OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF YORBA LINDA
Effective July 1, 2020**

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. LIEUTENANT – POLICE SERVICES CHIEF:**
8 Police Services Chief (Lieutenant), selected by the CITY Manager from a slate
9 of 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 A performance goal is to maintain 60% Obligated Time and 40%
19 Unobligated Time. The Police Services Chief will report to the CITY
20 Manager regarding CITY Police Services personnel's performance in
21 meeting these goals.
22 In the event of a major incident outside the boundaries of CITY,
23 adequate law enforcement personnel will remain in CITY to respond to
24 Priority One and Priority Two calls for service.
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1 **6. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY:**

2 CITY and SHERIFF recommend that deployment of law enforcement services
3 occur from the Arroyo Park Building currently referred to as the Yorba Linda
4 Police Services Building.

5 a. Ownership

6 CITY shall maintain ownership of the existing facility, CITY purchased
7 office furniture and equipment in the Yorba Linda Police Services
8 Building. CITY computers and related hardware are to be serviced and
9 maintained by CITY.

10 b. Utility and Facility Maintenance

11 CITY shall pay all utilities, provide facility maintenance, janitorial services
12 and replacement of CITY purchased office furniture and equipment.

13 c. Hours of Service

14 CITY and SHERIFF agree to staff the Yorba Linda Police Services
15 Building and remain accessible to the public during normal business
16 hours.

17 CITY agrees to provide sufficient office space for the delivery of law
18 enforcement services by SHERIFF. Design and construction necessary to
19 provide sufficient space will be provided at CITY's expense. CITY shall follow
20 any required process and provide adequate space for delivery of law
21 enforcement services described in the Third Amendment to the Agreement
22 dated July 1, 2020.

23 **7. OWNERSHIP AND MAINTENANCE OF MOTORCYCLES:**

24 CITY shall retain ownership of all motorcycles used for traffic enforcement.
25 CITY shall provide maintenance and repair for all motorcycles. CITY may elect
26 to discontinue motorcycle patrols and instead use patrol vehicles, which will
27 result in additional cost to CITY.

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1 **8. RADIO EQUIPMENT:**

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

8 **9. FUEL DELIVERY:**

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

14 **10. PARKING CITATION ADMINISTRATION:**

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

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

19 Booking Arrestees

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

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

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1 **12. UNIFORMS AND EQUIPMENT:**

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

4 **13. VEHICLE IDENTIFICATION:**

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

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


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4 DATED: _____

5 CITY OF YORBA LINDA

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7
8 BY: 
9 CITY MANAGER

10 ATTEST:

11 APPROVED AS TO FORM:

12 
13 City Clerk of the City of
14 Yorba Linda

15
16
17 
18 City Attorney

19
20 DATED: _____

21 COUNTY OF ORANGE

22
23 BY:  FOR SHERIFF BARNES
24 SHERIFF-CORONER

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

28 BY: 
Deputy

DATED: 5/15/20