

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

7 **THIS FIFTH AMENDMENT TO AGREEMENT**, entered into this First
8 day of May 2022, which date is enumerated for purposes of reference only, by and
9 between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the
10 COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter
11 referred to as "COUNTY," to amend effective July 1, 2022 that certain Agreement
12 between the parties commencing July 1, 2018, hereinafter referred to as the
13 "Agreement".

14 1. For the period July 1, 2022 through June 30, 2023, REGULAR SERVICES BY
15 COUNTY, Subsection C-4 of the Agreement is amended to read as follows:

16 "C-4. The level of service, other than for licensing, to be provided by the
17 COUNTY, for the period July 1, 2022 through June 30, 2023, is set forth in
18 Attachment A and incorporated herein by this reference."

19 2. Effective July 1, 2022, Section E is amended to read as follows:

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

21 1. As part of the law enforcement services provided to CITY, COUNTY has
22 provided, or will provide body worn cameras (hereinafter called "BWC") that
23 will be worn by SHERIFF's personnel and In Car Video (hereinafter called
24 "IVC") that will be mounted in vehicles designated by SHERIFF for use within
25 CITY service area.

26 2. SHERIFF has the exclusive right to use said BWC and ICV for law
27 enforcement services related to this Agreement.
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1 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
2 BWC and the acquisition and installation of ICV, and b) recurring costs, as
3 deemed necessary by COUNTY, including the costs of maintenance and
4 contributions to a fund for replacement and upgrade of such BWC and ICV
5 when they become functionally or technologically obsolete.

6 The costs to be paid by CITY for recurring costs, including maintenance
7 and replacement/upgrade of BWC and ICV, are included in the costs set
8 forth in Attachment C and the Maximum Obligation of CITY set forth in
9 Subsection G-2 of this Agreement unless CITY has already paid such
10 costs. CITY shall not be charged additional amounts for maintenance or
11 replacement/upgrade of said BWC and ICV during the period July 1, 2022
12 through June 30, 2023.

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

26 5. County will replace and/or upgrade BWC and ICV as needed. The costs of
27 replacing/upgrade BWC and ICV shall be paid by COUNTY from the
28 replacement/upgrade funds to be paid by CITY in accordance with the

1 foregoing. CITY shall not be charged any additional charge to replace or
2 upgrade BWC and ICV”.

3 3. For the period July 1, 2022 through June 30, 2023, PAYMENT, Subsections G-2,
4 G-3a, G-3b and G-5 of the Agreement are amended to read as follows:

5 “G-2. Unless the level of service as set forth in Attachment A is increased or
6 decreased, by mutual agreement of parties, or CITY is required to pay for
7 increases as set forth in Subsection G-3, the Maximum Obligation of CITY
8 for services, other than Licensing Services, to be provided by the COUNTY
9 for the period July 1, 2022 through June 30, 2023, shall be \$13,513,122 as
10 set forth in Attachment C.

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

16 G-3a. At the time this Agreement is executed, there may be unresolved issues
17 pertaining to potential changes in salaries and benefits for COUNTY
18 employees. The costs of such potential changes are not included in the FY
19 2022-23 cost set forth in Attachment C nor in the FY 2022-23 Maximum
20 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
21 changes result in the COUNTY incurring or becoming obligated to pay for
22 increased costs for or on account of personnel whose costs are included in
23 the calculations of costs charged to CITY hereunder, CITY shall pay
24 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
25 of this Agreement, the full costs of said increases to the extent such
26 increases are attributable to work performed by such personnel during the
27 period July 1, 2022 through June 30, 2023, and CITY’s Maximum Obligation
28 hereunder shall be deemed to have increased accordingly. CITY shall pay

1 COUNTY in full for such increases on a pro-rata basis over the portion of
2 the period between July 1, 2022 and June 30, 2023 remaining after
3 COUNTY notifies CITY that increases are payable. If the changes result in
4 the COUNTY incurring or becoming obligated to pay for decreased costs for
5 or on account of personnel whose costs are included in the calculations of
6 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
7 by the CITY to the extent such decreases are attributable to work
8 performed by such personnel during the period July 1, 2022 through
9 June 30, 2023, and CITY's Maximum Obligation hereunder shall be
10 deemed to have decreased accordingly. COUNTY shall reduce required
11 payment by CITY in full for such decreases on a pro-rata basis over the
12 portion of the period between July 1, 2022 and June 30, 2023 remaining
13 after COUNTY notifies CITY that the Maximum Obligation has decreased.

14 G-3b. If CITY is required to pay for increases as set forth in Subsection G-3a
15 above, COUNTY, at the request of CITY, will thereafter reduce the level of
16 service to be provided to CITY as set forth in Attachment A of this
17 Agreement to a level that will make the Maximum Obligation of CITY
18 hereunder for the period July 1, 2022 through June 30, 2023 an amount
19 specified by CITY that is equivalent to or higher or lower than the Maximum
20 Obligation set forth in Subsection G-2 for said period at the time this
21 Agreement originally was executed. The purpose of such adjustment of
22 service levels will be to give CITY the option of keeping its Maximum
23 Obligation hereunder at the pre-increase level or at any other higher or
24 lower level specified by CITY. In the event of such reduction in level of
25 service and adjustment of costs, the parties shall execute an amendment to
26 this Agreement so providing. Decisions about how to reduce the level of
27 service provided to CITY shall be made by SHERIFF with the approval of
28 CITY.

1 G-5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
2 Obligation of CITY. If a determination is made that increases or decreases
3 described in Subsection G-3 must be paid or refunded, COUNTY thereafter
4 shall include the pro-rata charges or credits for such increases or decreases
5 in its monthly invoices to CITY for the balance of the period between
6 July 1, 2022 and June 30, 2023.”

7 4. For the period July 1, 2022 through June 30, 2023, MOBILE DATA COMPUTERS,
8 Subsection N-3 of the Agreement is amended to read as follows:

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

15 The costs to be paid by CITY for recurring costs, including maintenance
16 and replacement/upgrade of MDCs, are included in the costs set forth in
17 Attachment C and the Maximum Obligation of CITY set forth in Subsection
18 G-2 of this Agreement. CITY shall not be charged additional amounts for
19 maintenance or replacement/upgrade of said MDCs during the period
20 July 1, 2022 through June 30, 2023.”

21 5. For the period July 1, 2022 through June 30, 2023, E-CITATION UNITS,
22 Subsection Q-3 of the Agreement is amended to read as follows:

23 “Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
24 E-Citation units that are assigned to CITY, and b) recurring costs, as
25 deemed necessary by COUNTY, including the costs of maintenance and
26 contributions to a fund for replacement and upgrade of such E-Citation units
27 when they become functionally or technologically obsolete.

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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, 2022 through June 30, 2023.”

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

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**OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF YORBA LINDA
Effective July 1, 2022**

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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 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 Fifth Amendment to the Agreement
22 dated July 1, 2022.

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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**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 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:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	0.50	40 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Sergeant	Investigative	0.50	40 hrs./ per two wk. pay period
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	23.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking/Traffic Enf.	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	5.87%
Deputy Sheriff II	Traffic	4.00	5.87%
Investigative Assistant	Traffic	2.00	5.87%
Office Specialist	Traffic	1.00	5.87%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.22%
Investigator	Auto Theft	2.00	7.22%
Investigative Assistant	Auto Theft	1.00	7.22%
Office Specialist	Auto Theft	1.00	7.22%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.16%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 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:				
Captain		1.00	\$ 428,527	\$ 428,527
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 356,042	\$ 178,021
Sergeant	Patrol	4.00	\$ 356,037	\$ 1,424,148
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 345,888	\$ 172,944
Investigator		3.00	\$ 308,054	\$ 924,162
Investigative Assistant		1.00	\$ 144,524	\$ 144,524
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	23.00	\$ 293,309	\$ 6,746,107
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 298,310	\$ 596,620
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 118,317	\$ 118,317
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 131,420	\$ 262,840
Office Specialist	Office Support	1.00	\$ 106,219	\$ 106,219
Deputy Sheriff II	Community Support	2.00	\$ 293,309	\$ 586,618
Deputy Sheriff II	School Resource Officer	1.00	\$ 293,309	\$ 293,309
TOTAL POSITIONS		42.00		\$ 11,982,356

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	5.87%	\$ 17,361
Deputy Sheriff II	Traffic	4.00	5.87%	\$ 89,324
Investigative Assistant	Traffic	2.00	5.87%	\$ 18,310
Office Specialist	Traffic	1.00	5.87%	\$ 7,126
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.22%	\$ 10,656
Investigator	Auto Theft	2.00	7.22%	\$ 50,026
Investigative Assistant	Auto Theft	1.00	7.22%	\$ 11,297
Office Specialist	Auto Theft	1.00	7.22%	\$ 8,457
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.16%	\$ 31,936
TOTAL REGIONAL/SHARED		12.90		\$ 244,493

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; retirement rate discount for FY 2022-23; and restitution payment credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,286,273
TOTAL COST OF SERVICES (Subsection G-2)	\$ 13,513,122