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

**THIS AGREEMENT**, entered into this 17th day of July 2012, which date is enumerated for purposes of reference only, by and between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS**, CITY wishes to contract with COUNTY for law enforcement services; and

**WHEREAS**, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 This Agreement shall commence May 3, 2013, unless an earlier  
3 commencement date is specified by written amendment, and shall terminate  
4 June 30, 2018, unless terminated earlier by either party in the manner set  
5 forth herein.

6 **B. EARLIER COMMENCEMENT DATE AND OPTIONAL TERMINATION:**

- 7 1. If CITY determines that contract law enforcement services are required  
8 earlier than May 3, 2013, SHERIFF, on behalf of COUNTY, and CITY's  
9 Manager, on behalf of CITY, are authorized to execute a written  
10 amendment to this Agreement that provides as follows and does not  
11 materially alter other terms of the Agreement: SHERIFF shall provide to  
12 CITY all or a designated part of the law enforcement services specified  
13 herein, beginning on a specified date and time prior to May 3, 2013. CITY  
14 shall pay COUNTY the full costs of providing such services for the period  
15 prior to May 3, 2013. Such full costs may be greater than those listed  
16 herein for the period May 3, 2013 through June 30, 2013 but will be based  
17 on the same cost factors. SHERIFF and CITY Manager shall file copies  
18 of any such amendment to this Agreement with the Clerk of COUNTY's  
19 Board of Supervisors and CITY's Clerk.
- 20 2. COUNTY or CITY may terminate this Agreement, without cause, upon two  
21 years written notice given to the other party.

22 **C. REGULAR SERVICES BY COUNTY:**

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and  
24 employees, hereinafter referred to as "SHERIFF," shall render to CITY law  
25 enforcement services as hereinafter provided. Such services shall include  
26 the enforcement of lawful State statutes and lawful municipal ordinances  
27 of CITY other than licensing ordinances. Licensing services by CITY are  
28 detailed in Section F of this Agreement.

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

2 2. The night, day and evening patrol and supervisory shifts will be established  
3 by SHERIFF. Personnel of each shift may work varying and different times  
4 and may be deployed to other shifts when, in the opinion of SHERIFF and  
5 CITY Manager, the need arises. Any long-term shift deployment change  
6 will be reported to the CITY Manager.

7 3. Each fiscal year by February 15, COUNTY shall submit to CITY, in writing,  
8 a recommended level of service and estimated cost for the following fiscal  
9 year. CITY shall remit to COUNTY, in writing, its response to the  
10 recommended level of service.

11 Each fiscal year by April 15, COUNTY shall submit to CITY, in writing, a  
12 recommended level of service and final cost for the following fiscal year.

13 CITY shall remit to COUNTY, in writing, its response to the recommended  
14 level of service and final cost. If the parties are unable to agree by June  
15 30 of any fiscal year on the level of service to be provided by COUNTY to  
16 CITY or on the amount to be paid by CITY for services to be provided by  
17 COUNTY for the following fiscal year, COUNTY will provide the level of  
18 service provided in the current fiscal year, and CITY shall be obligated to  
19 pay the costs of such services. The full cost of such services may exceed  
20 the cost of similar services provided in the current fiscal year.

21 4. The level of service, other than for licensing, to be provided by the COUNTY  
22 for the period May 3, 2013 through June 30, 2013, shall be as follows:

23 **Management:**

- 24 • One (1) Lieutenant (Police Services Chief)

25 **Supervision:**

- 26 • Four (4) Sergeants - Patrol (each 80 hours per two-week pay period)  
27 • One half of one (0.50) Sergeant - Administrative (40 hours per two-week  
28 pay period)

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

2 **Investigation Services:**

- 3 • One half of one (0.50) Sergeant - Investigative (40 hours per two-week
- 4 pay period)
- 5 • Three (3) Investigators (each 80 hours per two-week pay period)

6 **Patrol Services:**

- 7 • Twenty-one (21) Deputy Sheriff IIs
- 8 (each 80 hours per two-week pay period)
- 9 Deployment to be determined by SHERIFF in cooperation with CITY
- 10 Manager.

11 **Traffic Services:**

- 12 • Three (3) Deputy Sheriff IIs - Motorcycle
- 13 (each 80 hours per two-week pay period)
- 14 Deployment to be determined by SHERIFF in cooperation with CITY
- 15 Manager.

16 **Community Support Unit:**

- 17 • One (1) Deputy Sheriff II – Community Services
- 18 (80 hours per two-week pay period)
- 19 • One (1) Deputy Sheriff II – School Resource Officer
- 20 (80 hours per two-week pay period)
- 21 • One (1) Crime Prevention Specialist
- 22 (80 hours per two-week pay period)
- 23 Deployment to be determined by SHERIFF in cooperation with CITY
- 24 Manager.

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

2 **Records and Other Services:**

- 3 • One half of one (0.50) Utility Driver (40 hours per two-week pay period)
- 4 • One (1) Office Specialist (80 hours per two-week pay period)
- 5 • One half of one (0.50) Emergency Management Program Coordinator
- 6 (40 hours per two-week pay period)

7 **Non-Sworn Parking and Traffic Enforcement:**

- 8 • Two (2) Community Services Officers
- 9 (each 80 hours per two-week pay period)

10 **Regional and Program Support Services:**

- 11 • Regional Traffic Office Services
- 12 • Regional Auto Theft Services
- 13 • In Custody Court Services
- 14 • Motorcycle Program Support by Sergeant

15 5. For any service listed in Subsection C-4 of this Agreement that is  
16 provided to CITY at less than 100% of a full-time SHERIFF position,  
17 COUNTY retains the option to terminate such service in the event the  
18 COUNTY or other city or cities which contract(s) for the balance of the  
19 time of the employee providing the service no longer pay(s) for such  
20 service and CITY does not request the Agreement be amended to pay  
21 100% of the cost of the employee providing such service. The  
22 Maximum Obligation of CITY set forth in Subsection G-3 will be adjusted  
23 accordingly.

24 6. All services contracted for in this Agreement may not be operational on  
25 the precise date specified in this Agreement. In those instances,  
26 SHERIFF shall notify CITY Manager of the date or dates such service or  
27 services are to be implemented. SHERIFF shall reduce the monthly

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

2 charges to CITY, based on the actual date of implementation of the  
3 service or services. Charges shall be reduced on the next monthly billing  
4 tendered in accordance with Subsection G-6 of this Agreement.

5 7. During emergencies, such as a mutual aid situation, SHERIFF will attempt  
6 to leave in CITY the Lieutenant in charge of CITY Police Services. If  
7 SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF  
8 will notify CITY's Manager within four (4) hours. SHERIFF will return the  
9 Lieutenant to CITY as soon as possible once the emergency situation is  
10 under control.

11 8. With respect to the licensing ordinances of CITY listed in Attachment A  
12 hereto, which is incorporated herein by this reference, SHERIFF shall  
13 receive applications for CITY licenses pursuant to said ordinances and  
14 complete investigations relating to such applications. Said investigations  
15 shall be forwarded to CITY Manager. COUNTY shall not provide any  
16 advisory, administrative, hearing or litigation attorney support or services  
17 related to licensing. COUNTY shall not provide any administrative or  
18 investigatory services related to the licensing ordinances listed in  
19 Attachment A, hereto, except the investigations relating to initial  
20 applications for which this subsection provides.

21 9. COUNTY or CITY, upon thirty (30) days notice and mutual written  
22 agreement, shall increase or decrease the service levels provided herein,  
23 and the obligation of CITY to pay for services shall be concomitantly  
24 adjusted.

25 10. SHERIFF will deploy patrol resources included in this contract to respond  
26 to calls for service in COUNTY unincorporated areas within the sphere of  
27 influence of the CITY. Yorba Linda Police Services deputies will not  
28 handle routine calls for service outside the designated Yorba Linda Police

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

2 Services Patrol Zone. The unincorporated areas are identified in  
3 Attachment B hereto, which is incorporated herein by this reference.  
4 Investigative resources included in this contract are intended for the  
5 response to calls for service within the CITY.

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

- 7 1. Enhanced services for events on CITY property. At the request of CITY,  
8 through its City Manager, SHERIFF may provide enhanced law  
9 enforcement services for functions, such as community events, conducted  
10 on property that is owned, leased or operated by CITY. SHERIFF shall  
11 determine personnel and equipment needed for such enhanced services.  
12 To the extent the services provided at such events are at a level greater  
13 than that specified in Subsection C-4 of this Agreement, CITY shall  
14 reimburse COUNTY for such additional services, at an amount computed  
15 by SHERIFF, based on the current year's COUNTY law enforcement cost  
16 study. The cost of these enhanced services shall be in addition to the  
17 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
18 SHERIFF shall bill CITY immediately after each such event.
- 19 2. Supplemental services for occasional events operated by private  
20 individuals and entities on non-CITY property. At the request of CITY,  
21 through its City Manager, and within the limitations set forth in this  
22 subsection D-2, SHERIFF may provide supplemental law enforcement  
23 services to preserve the peace at special events or occurrences that occur  
24 on an occasional basis and are operated by private individuals or private  
25 entities on non-CITY property. SHERIFF shall determine personnel and  
26 equipment needed for such supplemental services, and will provide such  
27 supplemental services only if SHERIFF is able to do so without reducing the  
28 normal and regular ongoing services that SHERIFF otherwise would

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

2 provide to CITY pursuant to this Agreement. Such supplemental services  
3 shall be provided only by regularly appointed full-time peace officers, at  
4 rates of pay governed by a Memorandum of Understanding between  
5 COUNTY and the bargaining unit(s) representing the peace officers  
6 providing the services. Such supplemental services shall include only  
7 law enforcement duties and shall not include services authorized to be  
8 provided by a private patrol operator, as defined in Section 7582.1 of the  
9 Business and Professions Code. Law enforcement support functions,  
10 including, but not limited to, clerical functions and forensic science services,  
11 may be performed by non-peace officer personnel if the services do not  
12 involve patrol or keeping the peace and are incidental to the provision of law  
13 enforcement services. CITY shall reimburse COUNTY its full, actual costs  
14 of providing such supplemental services at an amount computed by  
15 SHERIFF, based on the current year's COUNTY law enforcement cost  
16 study. The cost of these supplemental services shall be in addition to the  
17 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
18 SHERIFF shall bill CITY immediately after each such event.

19 3. Supplemental services for events operated by public entities on non-CITY  
20 property. At the request of CITY, through its City Manager, and within the  
21 limitations set forth in this subsection D-3, SHERIFF may provide  
22 supplemental law enforcement services to preserve the peace at special  
23 events or occurrences that occur on an occasional basis and are operated  
24 by public entities on non-CITY property. SHERIFF shall determine  
25 personnel and equipment needed for such supplemental services, and will  
26 provide such supplemental services only if SHERIFF is able to do so  
27 without reducing services that SHERIFF otherwise would provide to CITY  
28 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual

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

2 costs of providing such supplemental services at an amount computed by  
3 SHERIFF, based on the current year's COUNTY law enforcement cost  
4 study. The cost of these supplemental services shall be in addition to the  
5 Maximum Obligation of CITY set forth in Subsection G-3 of this  
6 Agreement. SHERIFF shall bill CITY immediately after each such event.

7 4. Notwithstanding the foregoing, CITY, through its permit process, may  
8 utilize the services of the Sheriff at events, for which CITY issues permits,  
9 that are operated by private individuals or entities or public entities.  
10 SHERIFF shall determine personnel and equipment needed for said  
11 events. If said events are in addition to the level of services listed in  
12 Subsection C-4 of this Agreement, CITY shall reimburse COUNTY for such  
13 additional services at an amount computed by SHERIFF, based upon the  
14 current year's COUNTY law enforcement cost study. The cost of these  
15 services shall be in addition to the Maximum Obligation of CITY set forth in  
16 Subsection G-3 of this Agreement. Sheriff shall bill CITY immediately after  
17 said services are rendered.

18 5. In accordance with Government Code 51350, COUNTY has adopted  
19 Board Resolution 89-1160 which identifies Countywide services, including  
20 but not limited to helicopter response. SHERIFF through this contract  
21 provides enhanced helicopter response services. The cost of enhanced  
22 helicopter response services is included in the cost of services set forth in  
23 Subsection G-2 and in the Maximum Obligation of CITY set forth in  
24 Subsection G-3. COUNTY shall not charge any additional amounts for  
25 enhanced helicopter services after the cost of services set forth in  
26 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3  
27 has been established in any fiscal year without written notification to the  
28 CITY.

1 **E. PATROL VIDEO SYSTEMS:**

2 1. As part of the law enforcement services provided to CITY, COUNTY has  
3 provided, or will provide patrol video systems (hereinafter called "PVS")  
4 that will be mounted in the patrol vehicles designated by COUNTY for  
5 use within CITY service area.

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

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

14 The costs to be paid by CITY for acquisition and installation costs are  
15 detailed in the Letter of Understanding which is referenced in Section P.  
16 The costs to be paid by CITY for recurring costs, including maintenance  
17 and replacement/upgrade of PVS, are included in the costs set forth in  
18 Subsection G-2 and the Maximum Obligation of CITY set forth in  
19 Subsection G-3 of this Agreement. CITY shall not be charged additional  
20 amounts for maintenance or replacement/upgrade of said PVS during the  
21 period May 3, 2013 through June 30, 2013.

22 4. If, following the initial acquisition of PVS referenced above, CITY requires  
23 PVS for additional patrol cars designated for use in the CITY service area,  
24 COUNTY will purchase said additional PVS. Upon demand by COUNTY,  
25 CITY will pay to COUNTY a) the full costs of acquisition and installation of  
26 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
27 necessary by COUNTY, including the costs of maintenance, and  
28 contributions to a fund for replacement and upgrade of such PVS when they

1 **E. PATROL VIDEO SYSTEMS: (Continue)**

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

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

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

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

18 **G. PAYMENT:**

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

24 2. Unless the level of service described in Subsection C-4 is increased or  
25 decreased, or CITY is required to pay for increases as set forth in  
26 Subsection G-4, the cost of services described in Subsection C-4 of this  
27 Agreement, other than Licensing Services, to be provided by the COUNTY  
28 for the period May 3, 2013 through June 30, 2013, shall be based upon an

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

2 annual cost of \$8,617,227 which is prorated as follows:

3 **ALL SERVICE EFFECTIVE MAY 3, 2013** **COST OF SERVICE**

4 **Management:**

- 5 • One (1) Lieutenant (Police Services Chief)  
6 @ \$281,181/each \$ 45,451

7 **Supervision –Patrol and Administrative:**

- 8 • Four (4) Sergeants - Patrol  
9 @ \$256,025/each \$ 165,539  
10 • One half of one (0.50) Sergeant - Administrative  
11 @ \$256,025/each \$ 20,693

12 **Investigation Services:**

- 13 • One half of one (0.50) Sergeant – Investigative  
14 @ \$256,025/each \$ 20,693  
15 • Three (3) Investigators  
16 @ \$254,220/each \$ 123,279

17 **Patrol/Traffic Services:**

- 18 • Twenty-one (21) Deputy Sheriff IIs- Patrol  
19 @ \$214,222/each \$ 727,181  
20 • Three (3) Deputy Sheriff IIs- Motorcycle  
21 @ \$219,189/each \$ 106,292

22 **Community Services Unit:**

- 23 • One (1) Deputy Sheriff II – Community Services  
24 @ \$214,222/each \$ 34,628  
25 • One (1) Deputy Sheriff II – School Resource Officer  
26 @ \$214,222/each \$ 34,628  
27 • One (1) Crime Prevention Specialist  
28 @ \$88,777/each \$ 14,350

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

2	<u>SERVICE</u>	<u>COST OF SERVICE</u>
3	<b>Records and Other Services:</b>	
4	• One half of one (0.50) Utility Driver	
5	@ \$70,530/each	\$ 5,701
6	• One (1) Office Specialist	
7	@ \$80,702/each	\$ 13,045
8	• One half of one (0.5) Emergency Management Program Coordinator	
9	@ \$119,639	\$ 9,670
10	<b>Non-Sworn Parking and Traffic Enforcement:</b>	
11	• Two (2) Community Services Officers	
12	@ \$106,085/each	\$ 34,296
13	<b>Regional and Program Support Services:</b>	
14	• Regional Traffic Office Services	\$ 14,289
15	• Regional Auto Theft Services	\$ 4,072
16	• In Custody Court Services	\$ 3,598
17	• Motorcycle Program Support by Sergeant	\$ 2,209
18	<b>Other Charges and Credits:</b>	\$ 13,307
19	<b><u>Charges:</u></b> Premium pay for bilingual staff; contract administration; data	
20	line charges; direct services and supplies; enhanced helicopter	
21	response services; holiday pay, comp and straight time; Integrated	
22	Law & Justice Agency of Orange County; mobile data computer	
23	(MDC) recurring costs; on-call pay; patrol video system (PVS)	
24	recurring costs; training; transportation costs excluding fuel which will	
25	be provided by CITY.	
26	<b><u>Credits:</u></b> Savings for response to unincorporated areas as	
27	defined in Subsection C-10.	
28	<b>TOTAL COST OF SERVICES</b>	<b><u>\$ 1,392,921</u></b>

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

2 3. Unless the level of service described in Subsection C-4 is increased or  
3 decreased, or CITY is required to pay for increases as set forth in  
4 Subsection G-4, the Maximum Obligation of CITY for services, other than  
5 Licensing Services, that are referenced in Subsection C-4 of this  
6 Agreement and rendered by COUNTY between May 3, 2013 and June 30,  
7 2013, is \$1,392,921.

8 4-a. At the time this Agreement is executed, there are unresolved issues  
9 pertaining to potential changes in salaries and benefits for COUNTY  
10 employees. The costs of such potential changes are not included in the  
11 FY 2012-13, effective May 3, 2013 through June 30, 2013, cost set forth  
12 in subsection G-2 nor in the FY 2012-13, effective May 3, 2013 through  
13 June 30, 2013, Maximum Obligation of CITY set forth in Subsection G-3  
14 of this Agreement. If the changes result in the COUNTY incurring or  
15 becoming obligated to pay for increased costs for or on account of  
16 personnel whose costs are included in the calculations of costs charged  
17 to CITY hereunder, CITY shall pay COUNTY, in addition to the  
18 Maximum Obligation set forth in Subsection G-3 of this Agreement, the  
19 full costs of said increases to the extent such increases are attributable  
20 to work performed by such personnel during the period May 3, 2013  
21 through June 30, 2013, and CITY's Maximum Obligation hereunder shall  
22 be deemed to have increased accordingly. CITY shall pay COUNTY in  
23 full for such increases on a pro-rata basis over the portion of the period  
24 between May 3, 2013 and June 30, 2013 remaining after COUNTY  
25 notifies CITY that increases are payable. If the changes result in the  
26 COUNTY incurring or becoming obligated to pay for decreased costs  
27 for or on account of personnel whose costs are included in the  
28 calculations of costs charged to CITY hereunder, COUNTY shall reduce

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

2 the amount owed by the CITY to the extent such decreases are  
3 attributable to work performed by such personnel during the period May  
4 3, 2013 through June 30, 2013, and CITY's Maximum Obligation  
5 hereunder shall be deemed to have decreased accordingly. COUNTY  
6 shall reduce required payment by CITY in full for such decreases on a  
7 pro-rata basis over the portion of the period between May 3, 2013 and  
8 June 30, 2013 remaining after COUNTY notifies CITY that the Maximum  
9 Obligation has decreased.

10 4-b If CITY is required to pay for increases as set forth in Subsection G-4a  
11 above, COUNTY, at the request of CITY, will thereafter reduce the level  
12 of service to be provided to CITY pursuant to Subsection C-4 of this  
13 Agreement to a level that will make the Maximum Obligation of CITY  
14 hereunder for the period May 3, 2013 through June 30, 2013 an  
15 amount specified by CITY that is equivalent to or higher or lower than  
16 the Maximum Obligation set forth in Subsection G-3 for said period at  
17 the time this Agreement originally was executed. The purpose of such  
18 adjustment of service levels will be to give CITY the option of keeping  
19 its Maximum Obligation hereunder at the pre-increase level or at any  
20 other higher or lower level specified by CITY. In the event of such  
21 reduction in level of service and adjustment of costs, the parties shall  
22 execute an amendment to this Agreement so providing. Decisions  
23 about how to reduce the level of service provided to CITY shall be  
24 made by SHERIFF with the approval of CITY.

25 4-c If COUNTY and CITY agree on an earlier commencement date in  
26 accordance with Subsection B-1, COUNTY shall bill CITY and CITY  
27 shall pay for services as set forth in Subsection C-4 at the daily rate of  
28 \$23,609 per calendar day. In addition, the daily rate may be modified

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

2 to reflect cost increases or decreases referred to in Subsection G-4a.

3 5. The Maximum Obligation of CITY for services provided for the 12-  
4 month periods commencing July 1, 2013, 2014, 2015, 2016 and 2017,  
5 will be determined annually by COUNTY and approved by CITY.

6 6. For the period May 3, 2013 to June 30, 2013, COUNTY shall invoice  
7 CITY monthly, one-half (1/2) of the Maximum Obligation of CITY. If a  
8 determination is made that increases or decreases described in  
9 Subsection G-4 must be paid or refunded, COUNTY thereafter shall  
10 include the pro-rata charges or credits for such increases or decreases  
11 in its monthly invoices to CITY for the balance of the period between  
12 May 3, 2013 and June 30, 2013.

13 7. CITY shall pay COUNTY in accordance with COUNTY Board of  
14 Supervisors' approved County Billing Policy, which is attached hereto as  
15 Attachment C, and incorporated herein by this reference.

16 8. COUNTY shall charge CITY late payment penalties in accordance with  
17 County Billing Policy.

18 9. As payment for the Licensing Services described in Subsection C-8 of  
19 this Agreement, COUNTY shall retain all fees paid by applicants for  
20 licenses, pursuant to CITY ordinances listed in Attachment A hereto.  
21 Retention of said fees by COUNTY shall constitute payment in full to  
22 COUNTY for costs incurred by COUNTY in performing the functions  
23 related to licensing described in Subsection C-8; provided, however, that  
24 if any of said fees are waived or reduced by CITY, CITY shall pay to  
25 COUNTY the difference between the amount of fees retained by  
26 COUNTY and the fees that were set forth in the ordinances listed in  
27 Attachment A as of May 3, 2013. Should CITY increase the fee schedule  
28 for the licensing ordinances set forth in Attachment A, either party shall

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

2 have the right to seek amendment of this Agreement with respect to  
3 the division of the increased fees between CITY and COUNTY.

4 10. Narcotic asset forfeitures will be handled pursuant to Attachment D  
5 hereto, which is incorporated herein by this reference.

6 **H. NOTICES:**

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

11 **CITY:** ATTN: CITY MANAGER  
12 4845 CASA LOMA  
13 YORBA LINDA, CA 92886

14  
15 **COUNTY:** ATTN: CONTRACT MANAGER  
16 SHERIFF-CORONER DEPARTMENT  
17 320 NORTH FLOWER ST  
18 SANTA ANA, CA 92703

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

22 **I. STATUS OF COUNTY:**

23 COUNTY is, and shall at all times be deemed to be, an independent  
24 contractor. Nothing herein contained shall be construed as creating the  
25 relationship of employer and employee, or principal and agent, between CITY  
26 and COUNTY or any of COUNTY's agents or employees. COUNTY and its  
27 SHERIFF shall retain all authority for rendition of services, standards of  
28 performance, control of personnel, and other matters incident to the

1 **I. STATUS OF COUNTY: (Continued)**

2 performance of services by COUNTY pursuant to this Agreement. COUNTY,  
3 its agents and employees, shall not be entitled to any rights or privileges of  
4 CITY employees and shall not be considered in any manner to be CITY  
5 employees.

6 **J. STATE AUDIT:**

7 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be  
8 subject to examination and audit by the State Auditor for a period of three (3)  
9 years after final payment by CITY to COUNTY under this Agreement. CITY  
10 and COUNTY shall retain all records relating to the performance of this  
11 Agreement for said three-year period, except that records pertaining to any  
12 audit then in progress, or any claim or litigation shall be retained beyond said  
13 three-year period until final resolution of said audit, claim or litigation.

14 **K. ALTERATION OF TERMS:**

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

21 **L. INDEMNIFICATION:**

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

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

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

24 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
25 appointed officials, officers, agents, employees, subcontractors and  
26 independent contractors from any claim, demand or liability whatsoever  
27 based or asserted upon any act or omission of COUNTY or its elected and  
28 appointed officials, officers, agents, employees, subcontractors or

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

2 Independent contractors related to this Agreement, for property damage,  
3 bodily injury or death or any other element of damage of any kind or nature,  
4 and COUNTY shall defend, at its expense, including attorney fees, and with  
5 counsel approved in writing by CITY, CITY and its elected and appointed  
6 officials, officers, agents, employees, subcontractors and independent  
7 contractors in any legal action or claim of any kind based or asserted upon  
8 such alleged acts or omissions.

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

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

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

2 amends said TVAP resolution, or rescinds said TVAP resolution and  
3 adopts a new TVAP resolution pertaining to the above-referenced fee and  
4 the Program, and 2) remains a participant in the Program thereafter,  
5 CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of  
6 COUNTY, have authority to execute an amendment to this Agreement to  
7 substitute CITY's amended or new TVAP resolution for Attachment E to  
8 the Agreement, as long as said amendment to this Agreement does not  
9 materially change any other provision of this Agreement.

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

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

- 14 • One fourth of one (.25) Sergeant  
15 (20 hours per two-week pay period)
- 16 • One (1) Staff Specialist  
17 (80 hours per two-week pay period)
- 18 • One (1) Information Processing Specialist  
19 (80 hours per two-week pay period)
- 20 • One (1) Administrative Manager I, Extra Help  
21 (960 hours per fiscal year)
- 22 • One (1) Investigative Assistant  
23 (80 hours per two-week pay period)
- 24 • One (1) Office Specialist  
25 (80 hours per two-week pay period)

26 4. Fee revenue generated by CITY may be used to reimburse CITY for  
27 expenditures for equipment and/or supplies directly in support of the  
28 Program. In order for an expenditure for equipment and/or supplies to be

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

2 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
3 approval of the expenditure by using the form as shown in Attachment F.  
4 The request shall be submitted within the budget schedule established by  
5 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
6 following conditions are satisfied: 1) there are sufficient Program funds,  
7 attributable to revenue generated by CITY's fee, to pay for the requested  
8 purchase, and 2) CITY will use the equipment and/or supplies, during their  
9 entire useful life, only for purposes authorized by its TVAP resolution in  
10 effect at the time of purchase. In the event that CITY terminates its  
11 participation in the Program, CITY agrees that the equipment purchased  
12 by CITY and reimbursed by Program funds will continue to be used,  
13 during the remainder of its useful life, exclusively for the purposes  
14 authorized by CITY's TVAP resolution in effect at the time of purchase. In  
15 the event the fees adopted by COUNTY, CITY and other participating  
16 jurisdictions are not adequate to continue operation of the Program at the  
17 level at which it operated previously, COUNTY, at the option of CITY, will  
18 reduce the level of Program service to be provided to CITY or will continue  
19 to provide the existing level of Program services. COUNTY will charge  
20 CITY the cost of any Program operations that exceed the revenue  
21 generated by fees. Such charges shall be in addition to the Maximum  
22 Obligation of CITY set forth in Subsection G-3 of this Agreement. The  
23 amount of any revenue shortfall charged to CITY will be determined,  
24 at the time the revenue shortfall is experienced, according to CITY's share  
25 of Program services rendered. In the event of a reduction in level of  
26 Program service, termination of Program service or adjustment of costs,  
27 the parties shall execute an amendment to the Agreement so providing.

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

2 Decisions about how to reduce the level of Program service provided to  
3 CITY shall be made by SHERIFF with the approval of CITY.

4 **N. MOBILE DATA COMPUTERS:**

- 5 1. As part of the law enforcement services to be provided to CITY, COUNTY  
6 has provided, or will provide, mobile data computers (hereinafter called  
7 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,  
8 designated by COUNTY for use within CITY limits.
- 9 2. SHERIFF has the exclusive right to use said MDCs for law enforcement  
10 services related to this Agreement.
- 11 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. The costs to be paid  
17 by CITY for acquisition and installation costs are detailed in the Letter of  
18 Understanding which is referenced in Section P. The costs to be paid by  
19 CITY for recurring costs, including maintenance and replacement/upgrade  
20 of MDCs, are included in the costs set forth in Subsection G-2 and the  
21 Maximum Obligation of CITY set forth in Subsection G-3 of this  
22 Agreement. CITY shall not be charged additional amounts for  
23 maintenance or replacement/upgrade of said MDCs during the period  
24 May 3, 2013 through June 30, 2013.
- 25 4. If, following the initial acquisition of MDCs referenced above, CITY  
26 requires MDCs for additional patrol cars or motorcycles designated for use  
27 in the CITY, or for CITY's Emergency Operations Center, COUNTY will  
28 purchase said additional MDCs.

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

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

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

15 **O. OWNERSHIP OF FACILITY**

16 CITY will retain title to the land and building at Arroyo Park to be used for the  
17 Yorba Linda Police Services Building. CITY and COUNTY shall work together  
18 in good faith regarding subsequent legal arrangements pertaining to the use  
19 of the Yorba Linda Police Services Building after compliance with applicable  
20 rules and procedures, if any, pertaining thereto.

21 **P. LETTER OF UNDERSTANDING:**

22 COUNTY and CITY acknowledge that there are unique circumstances  
23 involved in the implementation of an agreement for law enforcement services  
24 for CITY which are not addressed in this Agreement. Therefore, COUNTY  
25 and CITY have addressed these items in a Letter of Understanding which  
26 is attached hereto as Attachment G and incorporated herein by reference.

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

DATED: \_\_\_\_\_

CITY OF YORBA LINDA

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chair of the Board of  
Supervisors

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

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
of Orange County, California

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

BY: *Nicole A. [Signature]*  
Deputy

DATED: 7/11/12