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**AGREEMENT
BETWEEN THE
CITY OF LAGUNA NIGUEL
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~First~~^{fifteenth} day of May 20~~2019~~, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA NIGUEL, 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, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 20~~20~~19 and terminate
3 June 30, 202~~1~~0 unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 202~~1~~0 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~1~~0 and June 30, 202~~2~~4 law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 202~~1~~0 and
17 August 31, 202~~1~~0 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 20~~20~~19 through June 30, 202~~1~~0. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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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 will
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by COUNTY for
8 the period July 1, 20~~2019~~ through June 30, 20~~2120~~, is set forth in
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract(s) for the balance of the time of the employee providing the service
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF
20 shall notify CITY Manager of the date or dates such service or services are
21 to be implemented. COUNTY shall reduce the monthly charges to CITY,
22 based on the actual date of implementation of the service or services.
23 Charges shall be reduced on the next monthly billing tendered in
24 accordance with Subsection G-3 of this Agreement.

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

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

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

17 8. COUNTY or CITY, upon thirty (30) days' notice and mutual written
18 agreement, shall increase or decrease the service levels provided herein,
19 and the obligation of CITY to pay for services shall be concomitantly
20 adjusted. Amendments to this Agreement executed by SHERIFF and CITY
21 Manager may not, in the aggregate, increase or decrease the cost of
22 services payable by CITY by more than one percent (1%) of the total cost
23 originally set forth in Attachment G and the Maximum Obligation originally
24 set forth in Subsection G-2 for FY 20~~2019~~-~~2120~~.

25 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
26 required before execution of any amendment that brings the aggregate total
27 of changes in costs payable by CITY to more than one percent (1%) of the
28 total cost originally set forth in Attachment G and the Maximum Obligation

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

2 originally set forth in Subsection G-2 of this Agreement for FY 20~~2019~~-2~~10~~.

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

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

16 2. Supplemental services for occasional events operated by private individuals
17 and entities on non-CITY property. At the request of CITY, through its City
18 Manager, and within the limitations set forth in this Subsection D-2,
19 SHERIFF may provide supplemental law enforcement services to preserve
20 the peace at special events or occurrences that occur on an occasional
21 basis and are operated by private individuals or private entities on non-CITY
22 property. SHERIFF shall determine personnel and equipment needed for
23 such supplemental services, and will provide such supplemental services
24 only if SHERIFF is able to do so without reducing the normal and regular
25 ongoing services that SHERIFF otherwise would provide to CITY pursuant
26 to this Agreement. Such supplemental services shall be provided only by
27 regularly appointed full-time peace officers, at rates of pay governed by a
28 Memorandum of Understanding between COUNTY and the bargaining

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

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

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

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

2 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
3 shall bill CITY immediately after each such event.

4 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
5 the services of the Sheriff at events, for which CITY issues permits, that are
6 operated by private individuals or entities or public entities. SHERIFF shall
7 determine personnel and equipment needed for said events. If said events
8 are in addition to the level of services listed in Attachment A of this
9 Agreement, CITY shall reimburse COUNTY for such additional services at
10 an amount computed by SHERIFF, based upon the current year's COUNTY
11 law enforcement cost study. The cost of these services shall be in addition
12 to the Maximum Obligation of CITY set forth in Subsection G-2 of this
13 Agreement. SHERIFF shall bill CITY immediately after said services are
14 rendered.

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

26 **E. PATROL VIDEO SYSTEMS:**

27 1. As part of the law enforcement services to be provided to CITY, COUNTY
28 has provided, or will provide, patrol video systems (hereinafter called "PVS")

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

2 that are or will be mounted in patrol vehicles designated by COUNTY for
3 use within CITY service area.

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

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

12 The costs to be paid by CITY for recurring costs, including maintenance and
13 replacement/upgrade of PVS, are included in the costs set forth in
14 Attachment C and the Maximum Obligation of CITY set forth in Subsection
15 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
16 not be charged additional amounts for maintenance or replacement/upgrade
17 of said PVS during the period July 1, 20~~2019~~ through June 30, 202~~19~~.

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

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

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

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

7 Upon receipt from COUNTY of investigations of applications for licenses
8 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
9 whether to grant or deny the licenses and will issue the licenses or notify the
10 applicants of denial. CITY shall provide all attorney services related to the
11 granting, denial, revocation and administration of said licenses and the
12 enforcement of CITY ordinances pertaining to said licenses.

13 **G. PAYMENT:**

- 14 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
15 COUNTY the full costs of performing the services mutually agreed upon in
16 this Agreement. The costs of services include salaries, wages, benefits,
17 mileage, services, supplies, equipment, and divisional, departmental and
18 COUNTY General overhead.
- 19 2. Unless the level of service set forth in Attachment A is increased or
20 decreased pursuant to mutual agreement of the parties or decreased
21 pursuant to Subsection K-2, or CITY is required to pay for increases as set
22 forth in Subsection G-4, or the cost to COUNTY for providing the services
23 described herein decreases, the costs of services described in
24 Attachment A of this Agreement, other than Licensing Services, to be
25 provided by the COUNTY for the period July 1, 20~~20~~19 through June 30,
26 20~~21~~19 and the Maximum Obligation of CITY, shall be \$15,~~478,212,515~~~~124~~
27 as set forth in Attachment C.

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

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

7 3. COUNTY shall invoice CITY monthly. During the period July 1, 20~~20~~19
8 through June 30, 20~~21~~20, said invoices will require payment by CITY of
9 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
10 Subsection G-2 of this Agreement, as said Maximum Obligation may have
11 been decreased pursuant to Subsection K-2 or increased or decreased
12 pursuant to mutual agreement of the parties. In addition, if a determination
13 is made that increases described in Subsection G-4 must be paid, COUNTY
14 thereafter shall include the pro-rata charges for such increases in its
15 monthly invoices to CITY for the balance of the period between July 1,
16 20~~20~~19 and June 30, 20~~21~~10.

17 4a. At the time this Agreement is executed, there ~~may be~~ unresolved issues
18 pertaining to potential changes in salaries and benefits for COUNTY
19 employees. The costs of such potential changes are not included in the
20 Fiscal Year 20~~20~~19-~~21~~20 cost set forth in Attachment C nor in the Fiscal
21 Year 20~~20~~19-~~21~~20 Maximum Obligation of CITY set forth in Subsection G-2
22 of this Agreement. If the changes result in the COUNTY incurring or
23 becoming obligated to pay for increased costs for or on account of
24 personnel whose costs are included in the calculations of costs charged to
25 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
26 Obligation set forth in Subsection G-2 of this Agreement, the full costs of
27 said increases to the extent such increases are attributable to work
28 performed by such personnel after July 1, 20~~20~~19, and CITY's Maximum

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

2 Obligation hereunder shall be deemed to have increased accordingly. CITY
3 shall pay COUNTY in full for such increases on a pro-rata basis over the
4 portion of the period between July 1, 20~~20~~¹⁹ and June 30, 20~~21~~²⁰
5 remaining after COUNTY notifies CITY that increases are payable. If the
6 changes result in the COUNTY incurring or becoming obligated to pay for
7 decreased costs for or on account of personnel whose costs are included in
8 the calculations of costs charged to CITY hereunder, COUNTY shall reduce
9 the amount owed by the CITY to the extent such decreases are attributable
10 to work performed by such personnel during the period July 1, 20~~20~~¹⁹
11 through June 30, 20~~21~~²⁰, and CITY's Maximum Obligation hereunder shall
12 be deemed to have decreased accordingly. COUNTY shall reduce required
13 payment by CITY in full for such decreases on a pro-rata basis over the
14 portion of the period between July 1, 20~~20~~¹⁹ and June 30, 20~~21~~²⁰
15 remaining after COUNTY notifies CITY that the Maximum Obligation has
16 decreased.

17 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
18 above, COUNTY, at the request of CITY will thereafter reduce the level of
19 service to be provided to CITY as set forth in Attachment A of this
20 Agreement to a level that will make the Maximum Obligation of CITY
21 hereunder for the period July 1, 20~~20~~¹⁹ through June 30, 20~~21~~²⁰ an amount
22 specified by CITY that is equivalent to or higher or lower than the Maximum
23 Obligation set forth in Subsection G-2 for said period at the time this
24 Agreement originally was executed. The purpose of such adjustment of
25 service levels will be to give CITY the option of keeping its Maximum
26 Obligation hereunder at the pre-increase level or at any other higher or lower
27 level specified by CITY. In the event of such reduction in level of service
28 and adjustment of costs, the parties shall execute an amendment to this

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

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

4 5. CITY shall pay COUNTY in accordance with COUNTY Board of
5 Supervisors' approved County Billing Policy, which is attached hereto as
6 Attachment D and incorporated herein by this reference.

7 6. COUNTY shall charge CITY late payment penalties in accordance with
8 County Billing Policy.

9 7. As payment for the Licensing Services described in Subsection C-7 of this
10 Agreement, COUNTY shall retain all fees paid by applicants for licenses
11 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
12 said fees by COUNTY shall constitute payment in full to COUNTY for costs
13 incurred by COUNTY in performing the functions related to licensing
14 described in Subsection C-7; provided, however, that if any of said fees are
15 waived or reduced by CITY, CITY shall pay to COUNTY the difference
16 between the amount of fees retained by COUNTY and the fees that were
17 set forth in the ordinances listed in Attachment B at the time this Agreement
18 was executed. If CITY increases the fee schedule for the licensing
19 ordinances set forth in Attachment B, either party shall have the right to
20 seek amendment of this Agreement with respect to the division of the
21 increased fees between CITY and COUNTY.

22 8. Fees generated or collected by SHERIFF contract personnel for copying of
23 documents related to the services provided in this Agreement will be at
24 COUNTY-established rates and will be credited to CITY on an annual basis.

25 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
26 which is incorporated herein by this reference.

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H. NOTICES:

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

CITY: ATTN: CITY MANAGER
30111 CROWN VALLEY PARKWAY
LAGUNA NIGUEL, CA 92677

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

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

I. STATUS OF COUNTY:

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 Agreement. 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.

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1 **J. STATE AUDIT:**

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

10 **K. ALTERATION OF TERMS:**

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

17 2. CITY may unilaterally eliminate or reduce the level of certain services to be
18 provided by the COUNTY as set forth in Attachment A of this Agreement.
19 The services that CITY may unilaterally eliminate or reduce are the
20 following:

- 21 • Parking Control – four (4) Community Service Officers

22 In order to eliminate or reduce some or all of these services, CITY shall
23 provide COUNTY with written notice of the elimination or reduction ninety
24 (90) days in advance of the effective date of the elimination or reduction in
25 services. At the expiration of the 90-day notice period, COUNTY shall
26 cease providing the services indicated in the notice and CITY shall no
27 longer be obligated to pay for those services.

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1 **L. INDEMNIFICATION:**

2 1. COUNTY, its officers, agents, employees, subcontractors and independent
3 contractors shall not be deemed to have assumed any liability for the
4 negligence or any other act or omission of CITY or any of its officers,
5 agents, employees, subcontractors or independent contractors, or for any
6 dangerous or defective condition of any public street or work or property of
7 CITY, or for any illegality or unconstitutionality of CITY's municipal
8 ordinances. CITY shall indemnify and hold harmless COUNTY and its
9 elected and appointed officials, officers, agents, employees, subcontractors
10 and independent contractors from any claim, demand or liability whatsoever
11 based or asserted upon the condition of any public street or work or
12 property of CITY, or upon the illegality or unconstitutionality of any municipal
13 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
14 of CITY, or its elected and appointed officials, officers, agents, employees,
15 subcontractors or independent contractors related to this Agreement,
16 including, but not limited to, any act or omission related to the maintenance
17 or condition of any vehicle or motorcycle that is owned or possessed by
18 CITY and used by COUNTY personnel in the performance of this
19 Agreement, for property damage, bodily injury or death or any other element
20 of damage of any kind or nature, and CITY shall defend, at its expense
21 including attorney fees, and with counsel approved in writing by COUNTY,
22 COUNTY and its elected and appointed officials, officers, agents,
23 employees, subcontractors and independent contractors in any legal action
24 or claim of any kind based or asserted upon such condition of public street
25 or work or property, or illegality or unconstitutionality of a municipal
26 ordinance, or alleged acts or omissions. If judgment is entered against CITY
27 and COUNTY by a court of competent jurisdiction because of the concurrent
28 active negligence of either party, CITY and COUNTY agree that liability will

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

2 be apportioned as determined by the court. Neither party shall request a jury
3 apportionment.

- 4 2. COUNTY shall indemnify and hold harmless CITY and its elected and
5 appointed officials, officers, agents, employees, subcontractors and
6 independent contractors from any claim, demand or liability whatsoever
7 based or asserted upon any act or omission of COUNTY or its elected and
8 appointed officials, officers, agents, employees, subcontractors or
9 independent contractors related to this Agreement, for property damage,
10 bodily injury or death or any other element of damage of any kind or nature,
11 and COUNTY shall defend, at its expense, including attorney fees, and with
12 counsel approved in writing by CITY, CITY and its elected and appointed
13 officials, officers, agents, employees, subcontractors and independent
14 contractors in any legal action or claim of any kind based or asserted upon
15 such alleged acts or omissions.

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

- 17 1. COUNTY has established a Traffic Violator Apprehension Program [“the
18 Program”], which is operated by SHERIFF, and is designed to reduce
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses
20 are suspended and to educate the public about the requirements of the
21 Vehicle Code and related safety issues with regard to driver licensing,
22 vehicle registration, vehicle operation, and vehicle parking. The Program
23 operates throughout the unincorporated areas of the COUNTY and in the
24 cities that contract with COUNTY for SHERIFF’s law enforcement services,
25 without regard to jurisdictional boundaries, because an area-wide approach
26 to reduction of traffic accidents and driver education is most effective in
27 preventing traffic accidents. In order for CITY to participate in the Program,
28 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the

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

2 amount and under the terms and conditions set forth in the resolution that is
3 attached hereto as Attachment F and incorporated into this Agreement by
4 reference [hereinafter called a "TVAP resolution"], and has directed that the
5 revenue from such fee be used for the Program. CITY's participation in the
6 Program may be terminated at any time by rescission or amendment of the
7 TVAP resolution that is attached hereto as Attachment F. In the event CITY
8 1) amends said TVAP resolution, or rescinds said TVAP resolution and
9 adopts a new TVAP resolution pertaining to the above-referenced fee and
10 the Program, and 2) remains a participant in the Program thereafter, CITY's
11 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
12 authority to execute an amendment of this Agreement to substitute CITY's
13 amended or new TVAP resolution for Attachment F hereto, as long as said
14 amendment to this Agreement does not materially change any other
15 provision of this Agreement.

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

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

- 20 • Ten one hundredths of one (0.10) Sergeant
21 (8 hours per two-week pay period)
- 22 • One (1) Staff Specialist
23 (80 hours per two-week pay period)
- 24 • One (1) Office Specialist
25 (80 hours per two-week pay period)

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

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

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

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

19 5. In the event the fees adopted by COUNTY, CITY and other participating
20 jurisdictions are not adequate to continue operation of the Program at the
21 level at which it operated previously, COUNTY, at the option of CITY, will
22 reduce the level of Program service to be provided to CITY or will continue
23 to provide the existing level of Program services. COUNTY will charge CITY
24 the cost of any Program operations that exceed the revenue generated by
25 fees. Such charges shall be in addition to the Maximum Obligation of CITY
26 set forth in Subsection G-2 of this Agreement. The amount of any revenue
27 shortfall charged to CITY will be determined, at the time the revenue
28 shortfall is experienced, according to CITY's share of Program services

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

2 rendered. In the event of a reduction in level of Program service,
3 termination of Program service or adjustment of costs, the parties shall
4 execute an amendment to this Agreement so providing. Decisions about
5 how to reduce the level of Program service provided to CITY shall be made
6 by SHERIFF with the approval of CITY.

7 **N. MOBILE DATA COMPUTERS:**

- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY
9 has provided, or will provide, mobile data computers (hereinafter called
10 "MDCs") that are or will be mounted in patrol vehicles and motorcycles
11 designated by COUNTY for use within CITY limits.
- 12 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
13 services related to this Agreement.
- 14 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
15 installation of MDCs that are or will be mounted in patrol vehicles and
16 motorcycles assigned to CITY, and b) recurring costs, as deemed
17 necessary by COUNTY, including the costs of maintenance and
18 contributions to a fund for replacement and upgrade of such MDCs when
19 they become functionally or technologically obsolete.

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of MDCs, are included in the costs set forth in
22 Attachment C and the Maximum Obligation of CITY set forth in Subsection
23 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
24 not be charged additional amounts for maintenance or replacement/upgrade
25 of said MDCs during the period July 1, 20~~2019~~ through June 30, 202~~19~~10.

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

2 4. If, following the initial acquisition of MDCs referenced above, CITY requires
3 MDCs for additional patrol cars or motorcycles designated for use in the
4 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
5 said additional MDCs. Upon demand by COUNTY, CITY will pay to
6 COUNTY a) the full costs of acquisition and installation of said additional
7 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
8 by COUNTY, including the costs of maintenance, and contributions to a
9 fund for replacement and upgrade of such MDCs when they become
10 functionally or technologically obsolete. Said costs related to additional
11 MDCs are not included in, and are in addition to, the costs set forth in
12 Attachment C and the Maximum Obligation of CITY set forth in
13 Subsection G-2 of this Agreement.

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

18 **O. E-CITATION UNITS:**

19 1. As part of the law enforcement services to be provided to CITY, COUNTY
20 has provided, or will provide, E-Citation units designated by COUNTY for
21 use within CITY limits.

22 2. SHERIFF has the exclusive right to use said E-Citation units for law
23 enforcement services related to this Agreement.

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

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

2 The costs to be paid by CITY for recurring costs, including maintenance and
3 replacement/upgrade of E-Citation units, are included in the costs set forth
4 in Attachment C and the Maximum Obligation of CITY set forth in
5 Subsection G-2 of this Agreement unless CITY has already paid such costs.
6 CITY shall not be charged additional amounts for maintenance or
7 replacement/upgrade of said E-Citation units during the period July 1,
8 ~~2020~~ through June 30, ~~2021~~.

9 4. If, following the initial acquisition of E-Citation units referenced above, CITY
10 requires additional E-Citation units designated for use in CITY, COUNTY will
11 purchase said additional E-Citation units. Upon demand by COUNTY, CITY
12 will pay to COUNTY a) the full costs of acquisition of said additional E-
13 Citation units, and b) the full recurring costs for said E-Citation units, as
14 deemed necessary by COUNTY, including the costs of maintenance, and
15 contributions to a fund for replacement and upgrade of such E-Citation units
16 when they become functionally or technologically obsolete. Said costs
17 related to additional E-Citation units are not included in, and are in addition
18 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
19 set forth in Subsection G-2 of this Agreement.

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

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

DATED: _____

CITY OF LAGUNA NIGUEL

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	25.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	5.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist	Crime Prevention	2.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II (shared)	School Resource Officer	0.35	28 hrs./ per two wk. pay period
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	80 hrs./ per two wk. pay period
TOTAL		46.35	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	11.20%
Deputy Sheriff II	Traffic	4.00	11.20%
Investigative Assistant	Traffic	2.00	11.20%
Office Specialist	Traffic	1.00	11.20%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.79%
Investigator	Auto Theft	2.00	6.79%
Investigative Assistant	Auto Theft	1.00	6.79%
Office Specialist	Auto Theft	1.00	6.79%
DET:			
Sergeant	DET	1.00	9.15%
Investigator	DET	1.00	9.15%
SUBPOENA:			
Office Specialist	Subpoena	1.00	11.25%
COURTS:			
Investigative Assistant	Courts	2.00	19.67%
Office Specialist	Courts	0.80	19.67%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	17.86%
TOTAL		18.70	

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

**"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	\$ 411,853	\$ 411,853
SUPERVISION:				
Sergeant	Patrol	5.00	\$ 344,949	\$ 1,724,745
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 338,270	\$ 676,540
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	25.00	\$ 284,298	\$ 7,107,450
Deputy Sheriff II -Motor	Traffic	5.00	\$ 289,384	\$ 1,446,922
ADDITIONAL SERVICES:				
Crime Preveniton Specialist	Crime Prevention	2.00	\$ 109,792	\$ 219,584
Community Services Officer	Parking Control	4.00	\$ 132,511	\$ 530,044
Deputy Sheriff II	Community Support	1.00	\$ 284,298	\$ 284,298
Deputy Sheriff II (shared)	School Resource Officer	0.35	\$ 284,294	\$ 99,503
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 284,298	\$ 284,298
TOTAL POSITIONS		46.35		\$ 12,785,237

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	11.20%	\$ 29,252
Deputy Sheriff II	Traffic	4.00	11.20%	\$ 152,442
Investigative Assistant	Traffic	2.00	11.20%	\$ 31,199
Office Specialist	Traffic	1.00	11.20%	\$ 12,379
AUTO THEFT:				
Sergeant	Auto Theft	0.30	6.79%	\$ 8,859
Investigator	Auto Theft	2.00	6.79%	\$ 45,973
Investigative Assistant	Auto Theft	1.00	6.79%	\$ 9,454
Office Specialist	Auto Theft	1.00	6.79%	\$ 7,400
DET:				
Sergeant	DET	1.00	9.15%	\$ 36,304
Investigator	DET	1.00	9.15%	\$ 37,533
SUBPOENA:				
Office Specialist	Subpoena	1.00	11.25%	\$ 11,204
COURTS:				
Investigative Assistant	Courts	2.00	19.67%	\$ 53,878
Office Specialist	Courts	0.80	19.67%	\$ 15,910
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	17.86%	\$ 62,427
TOTAL REGIONAL/SHARED		18.70		\$ 514,214

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; enhanced helicopter response services; E-Citation recurring costs for nine (9) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-nine (29) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for twenty (20) units; services and supplies; and transportation charges.

CREDITS:

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,179,064
TOTAL COST OF SERVICES (Subsection G-2)	\$ 15,478,515

ATTACHMENT E**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.

1. ~~NON-RNSP~~ CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel ~~other than RNSP personnel~~, and subsequently forfeited to ~~COUNTY~~ 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 approval guidelines by the forfeiting agency (~~U.S. Attorney or State~~) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY'S Sheriff Department, hereinafter referred to as "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 ~~the assets to COUNTY~~. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY 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 ~~non-RNSP~~ 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 ~~non-RNSP~~ 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 ~~non-RNSP~~ 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.

~~NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)~~

Assets (cash or property) that are returned to COUNTY 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 COUNTY SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY 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.

~~Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.~~

~~2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS~~

~~Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.~~

~~CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall 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 and the RNSP Memorandum of Understanding.~~

~~Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.~~