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

THIS AGREEMENT is entered into this First day of June 202~~43~~, 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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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION	3
C. REGULAR SERVICES BY COUNTY	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY	6
E. BODY WORN CAMERA AND IN CAR VIDEO	8
F. LICENSING SERVICES BY CITY	10
G. PAYMENT	10
H. NOTICES.....	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT	15
K. ALTERATION OF TERMS	15
L. INDEMNIFICATION.....	16
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM	17
N. MOBILE DATA COMPUTERS	20
O. E-CITATION UNITS	21
<u>P. EQUIPMENT.....</u>	<u>21</u>
SIGNATURE PAGE.....	<u>24</u> 23
Attachment A	Regular Services by County
Attachment B	City Ordinances
Attachment C	Payment
Attachment D	County Billing Policy
Attachment E	Forfeited and Seized Asset Policy
Attachment F	TVAP Resolution
Attachment G	TVAP Form

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~43~~ and terminate
3 June 30, 202~~53~~ 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~~54~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~54~~ and June 30, 202~~65~~ 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~~54~~ and
17 August 31, 202~~54~~ 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, 202~~43~~ through June 30, 202~~54~~. 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, 202~~43~~ through June 30, 202~~53~~⁵⁴, is set forth in Attachment
9 A.
- 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.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
27 determines that the Captain is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

2 CITY as soon as possible once the emergency situation is under control.

3 7. With respect to the licensing ordinances of CITY listed in Attachment B,
4 SHERIFF shall receive applications for CITY licenses pursuant to said
5 ordinances and complete investigations relating to such applications. Said
6 investigations shall be forwarded to CITY Manager. COUNTY shall not
7 provide any advisory, administrative, hearing or litigation attorney support or
8 services related to licensing. COUNTY shall not provide any administrative
9 or investigatory services related to the licensing ordinances listed in
10 Attachment B, except the investigations relating to initial applications for
11 which this subsection provides.

12 8. COUNTY or CITY, upon thirty (30) days' notice and mutual written
13 agreement, shall increase or decrease the service levels provided herein,
14 and the obligation of CITY to pay for services shall be concomitantly
15 adjusted. Except for costs related to Sections 4a and 4b, amendments to
16 this Agreement executed by SHERIFF and CITY Manager may not, in the
17 aggregate, increase or decrease the cost of services payable by CITY by
18 more than one percent (1%) of the total cost originally set forth in
19 Attachment C and the Maximum Obligation originally set forth in Subsection
20 G-2 for FY 202~~43~~-2~~54~~.

21 Except for changes under Sections 4a and 4b, prior approval by COUNTY's
22 Board of Supervisors and CITY's Council is required before execution of
23 any amendment that brings the aggregate total of changes in costs payable
24 by CITY to more than one percent (1%) of the total cost originally set forth in
25 Attachment C and the Maximum Obligation originally set forth in Subsection
26 G-2 of this Agreement for FY 202~~43~~-2~~54~~.

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

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

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

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

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

- 14 3. Supplemental services for events operated by public entities on non-CITY
15 property. At the request of CITY, through its City Manager, and within the
16 limitations set forth in this Subsection D-3, SHERIFF may provide
17 supplemental law enforcement services to preserve the peace at special
18 events or occurrences that occur on an occasional basis and are operated
19 by public entities on non-CITY property. SHERIFF shall determine
20 personnel and equipment needed for such supplemental services, and will
21 provide such supplemental services only if SHERIFF is able to do so without
22 reducing services that SHERIFF otherwise would provide to CITY pursuant
23 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
24 providing such supplemental services at an amount computed by SHERIFF,
25 based on the current year's COUNTY law enforcement cost study. The cost
26 of these supplemental services shall be in addition to the Maximum
27 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
28 shall bill CITY immediately after each such event.

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

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

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

24 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

25 1. As part of the law enforcement services to be provided to CITY, COUNTY
26 has provided, or will provide, body worn cameras (hereinafter called "BWC")
27 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
28 called "ICV") that will be mounted in vehicles -designated by SHERIFF for

1 **E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)**

2 use within CITY service area.

3 2. SHERIFF has the exclusive right to use said BWC and ICV for law
4 enforcement services related to this Agreement.

5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
6 BWC and the acquisition and installation of ICV, and b) recurring costs, as
7 deemed necessary by COUNTY, including the costs of maintenance and
8 contributions to a fund for replacement and upgrade of such BWC and ICV
9 when they become functionally or technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and
11 replacement/upgrade of BWC and ICV, are included in the costs set forth in
12 Attachment C and the Maximum Obligation of CITY set forth in Subsection
13 G-2 of this Agreement unless CITY has already paid such costs.

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

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1 **E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)**

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

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

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

14 **G. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
16 COUNTY the full costs of performing the services mutually agreed upon in
17 this Agreement. The costs of services include salaries, wages, benefits,
18 mileage, services, supplies, equipment, and divisional, departmental and
19 COUNTY General overhead.
- 20 2. Unless the level of service set forth in Attachment A is increased or
21 decreased pursuant to mutual agreement of the parties or decreased
22 pursuant to Subsection K-2, or CITY is required to pay for increases as set
23 forth in Subsection G-4, or the cost to COUNTY for providing the services
24 described herein decreases, the costs of services described in
25 Attachment A of this Agreement, other than Licensing Services, to be
26 provided by the COUNTY for the period July 1, 202~~4~~⁵ through June 30,
27 202~~4~~⁵ and the Maximum Obligation of CITY, shall be
28 \$~~16,553,363~~^{18,395,550} as set forth in Attachment C.

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, 202~~43~~
8 through June 30, 202~~53~~~~54~~, said invoices will require payment by CITY of one-
9 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,
16 202~~43~~ and June 30, 202~~53~~~~54~~.

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 202~~53~~-2~~54~~ cost set forth in Attachment C nor in the Fiscal Year
21 202~~43~~-2~~54~~ Maximum Obligation of CITY set forth in Subsection G-2 of this
22 Agreement. If the changes result in the COUNTY incurring or becoming
23 obligated to pay for increased costs for or on account of personnel whose
24 costs are included in the calculations of costs charged to CITY hereunder,
25 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
26 Subsection G-2 of this Agreement, the full costs of said increases to the
27 extent such increases are attributable to work performed by such personnel
28 after July 1, 202~~43~~, and CITY's Maximum Obligation hereunder shall be

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

2 deemed to have increased accordingly. CITY shall pay COUNTY in full for
3 such increases on a pro-rata basis over the portion of the period between
4 July 1, 202~~4~~³ and June 30, 202~~5~~⁴ remaining after COUNTY notifies CITY
5 that increases are payable. If the changes result in the COUNTY incurring
6 or becoming obligated to pay for decreased costs for or on account of
7 personnel whose costs are included in the calculations of costs charged to
8 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
9 the extent such decreases are attributable to work performed by such
10 personnel during the period July 1, 202~~4~~³ through June 30, 202~~5~~⁴, and
11 CITY's Maximum Obligation hereunder shall be deemed to have decreased
12 accordingly. COUNTY shall reduce required payment by CITY in full for
13 such decreases on a pro-rata basis over the portion of the period between
14 July 1, 202~~4~~³ and June 30, 202~~5~~⁴ remaining after COUNTY notifies CITY
15 that the Maximum Obligation has decreased.

16 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
17 above, COUNTY, at the request of CITY will thereafter reduce the level of
18 service to be provided to CITY as set forth in Attachment A of this
19 Agreement to a level that will make the Maximum Obligation of CITY
20 hereunder for the period July 1, 202~~4~~³ through June 30, 202~~5~~⁴ an amount
21 specified by CITY that is equivalent to or higher or lower than the Maximum
22 Obligation set forth in Subsection G-2 for said period at the time this
23 Agreement originally was executed. The purpose of such adjustment of
24 service levels will be to give CITY the option of keeping its Maximum
25 Obligation hereunder at the pre-increase level or at any other higher or
26 lower level specified by CITY. In the event of such reduction in level of
27 service and adjustment of costs, the parties shall execute an amendment to
28 this Agreement so providing. Decisions about how to reduce the level of

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

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

4 5. CITY shall pay COUNTY in accordance with COUNTY Board of
5 Supervisors' approved County Billing Policy, Attachment D. Payments
6 made electronically via a credit card or through a banking system that
7 charges Merchant Fees, Service Fees, or any other Fees shall be the
8 responsibility of the City. If the County is charged any of the before
9 mentioned fees, the City shall be responsible for payment of these fees to
10 the County.

11 6. COUNTY shall charge CITY late payment penalties in accordance with
12 County Billing Policy.

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

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

9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

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.

//

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 is comprised of this document and Attachments A through
12 G, which are attached hereto and incorporated herein by reference.
- 13 2. This Agreement fully expresses all understanding of CITY and COUNTY
14 with respect to the subject matter of this Agreement and shall constitute the
15 total Agreement between the parties for these purposes. No addition to, or
16 alteration of, the terms of this Agreement, unless expressly provided herein,
17 shall be valid unless made in writing, formally approved and executed by
18 duly authorized agents of both parties.
- 19 3. CITY may unilaterally eliminate or reduce the level of certain services to be
20 provided by the COUNTY as set forth in Attachment A of this Agreement.
21 The services that CITY may unilaterally eliminate or reduce are the
22 following:
- 23 • Parking Control – four (4) Community Service Officers
- 24 In order to eliminate or reduce some or all of these services, CITY shall
25 provide COUNTY with written notice of the elimination or reduction ninety
26 (90) days in advance of the effective date of the elimination or reduction in
27 services. At the expiration of the 90-day notice period, COUNTY shall
28 cease providing the services indicated in the notice and CITY shall no

1 **K. ALTERATIONS ON TERMS:** (Continued)

2 longer be obligated to pay for those services.

3 **L. INDEMNIFICATION:**

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

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

2 and COUNTY by a court of competent jurisdiction because of the concurrent
3 active negligence of either party, CITY and COUNTY agree that liability will
4 be apportioned as determined by the court. Neither party shall request a jury
5 apportionment.

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

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

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

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

2 preventing traffic accidents. In order for CITY to participate in the Program,
3 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
4 same amount as approved by COUNTY, as set forth in the resolution
5 Attachment F [hereinafter called a "TVAP resolution"], and has directed that
6 the revenue from such fee be used for the Program. CITY's participation in
7 the Program may be terminated at any time by rescission or amendment of
8 the TVAP resolution. In the event CITY 1) amends said TVAP resolution, or
9 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining
10 to the above-referenced fees and the Program, and 2) remains a participant
11 in the Program thereafter, CITY's Manager, on behalf of CITY, and
12 SHERIFF, on behalf of COUNTY, have authority to execute an amendment
13 of this Agreement to substitute CITY's amended or new TVAP resolution for
14 Attachment F [hereto](#), as long as said amendment to this Agreement does
15 not materially change any other provision of this Agreement. As COUNTY
16 updates its fees for the Program periodically, COUNTY will provide written
17 notice to CITY of the updated fees. CITY'S participation in the Program will
18 terminate if CITY determines not to adopt the updated fees for the Program.

- 19 2. COUNTY will make available for review, at the request of CITY, all financial
20 data related to the Program as may be requested by CITY.
- 21 3. Fee revenue generated by COUNTY and participating cities will be used to
22 fund the following positions, which will be assigned to the Program:
- 23 • Ten one hundredths of one (0.10) Sergeant
24 (8 hours per two-week pay period)
 - 25 • One (1) Staff Specialist
26 (80 hours per two-week pay period)
 - 27 • One (1) Office Specialist
28 (80 hours per two-week pay period)

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

2 4. 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 5. 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 6. 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.

- 24 4. If, following the initial acquisition of MDCs referenced above, CITY requires
25 MDCs for additional patrol cars or motorcycles designated for use in the
26 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
27 said additional MDCs. Upon demand by COUNTY, CITY will pay to
28 COUNTY a) the full costs of acquisition and installation of said additional

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

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

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

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

- 15 1. As part of the law enforcement services to be provided to CITY, COUNTY
16 has provided, or will provide, E-Citation units designated by COUNTY for
17 use within CITY limits.
- 18 2. SHERIFF has the exclusive right to use said E-Citation units for law
19 enforcement services related to this Agreement.
- 20 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
21 E-Citation units that are assigned to CITY, and b) recurring costs, as
22 deemed necessary by COUNTY, including the costs of maintenance and
23 contributions to a fund for replacement and upgrade of such E-Citation units
24 when they become functionally or technologically obsolete.

25 The costs to be paid by CITY for recurring costs, including maintenance and
26 replacement/upgrade of E-Citation units, are included in the costs set forth
27 in Attachment C and the Maximum Obligation of CITY set forth in
28 Subsection G-2 of this Agreement unless CITY has already paid such costs.

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

- 2 4. If, following the initial acquisition of E-Citation units referenced above, CITY
3 requires additional E-Citation units designated for use in CITY, COUNTY
4 will purchase said additional E-Citation units. Upon demand by COUNTY,
5 CITY will pay to COUNTY a) the full costs of acquisition of said additional E-
6 Citation units, and b) the full recurring costs for said E-Citation units, as
7 deemed necessary by COUNTY, including the costs of maintenance, and
8 contributions to a fund for replacement and upgrade of such E-Citation units
9 when they become functionally or technologically obsolete. Said costs
10 related to additional E-Citation units are not included in, and are in addition
11 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
12 set forth in Subsection G-2 of this Agreement.
- 13 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
14 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
15 replacement/upgrade funds to be paid by CITY in accordance with the
16 foregoing. CITY shall not be charged any additional charge to replace or
17 upgrade E-Citation units.

18 P. EQUIPMENT:

- 19 1. As part of the law enforcement services to be provided to CITY, COUNTY
20 shall purchase motorcycles and radios that meet certain law enforcement
21 standards as determined by the COUNTY (hereinafter "Equipment").
- 22 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
23 Equipment, b) recurring costs, c) the costs of maintenance, and d)
24 replacement and upgrade of such Equipment when they become functionally
25 or technologically obsolete, as deemed necessary by COUNTY. The costs to
26 be paid by CITY are included in the costs set forth in Attachment C and the
27 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

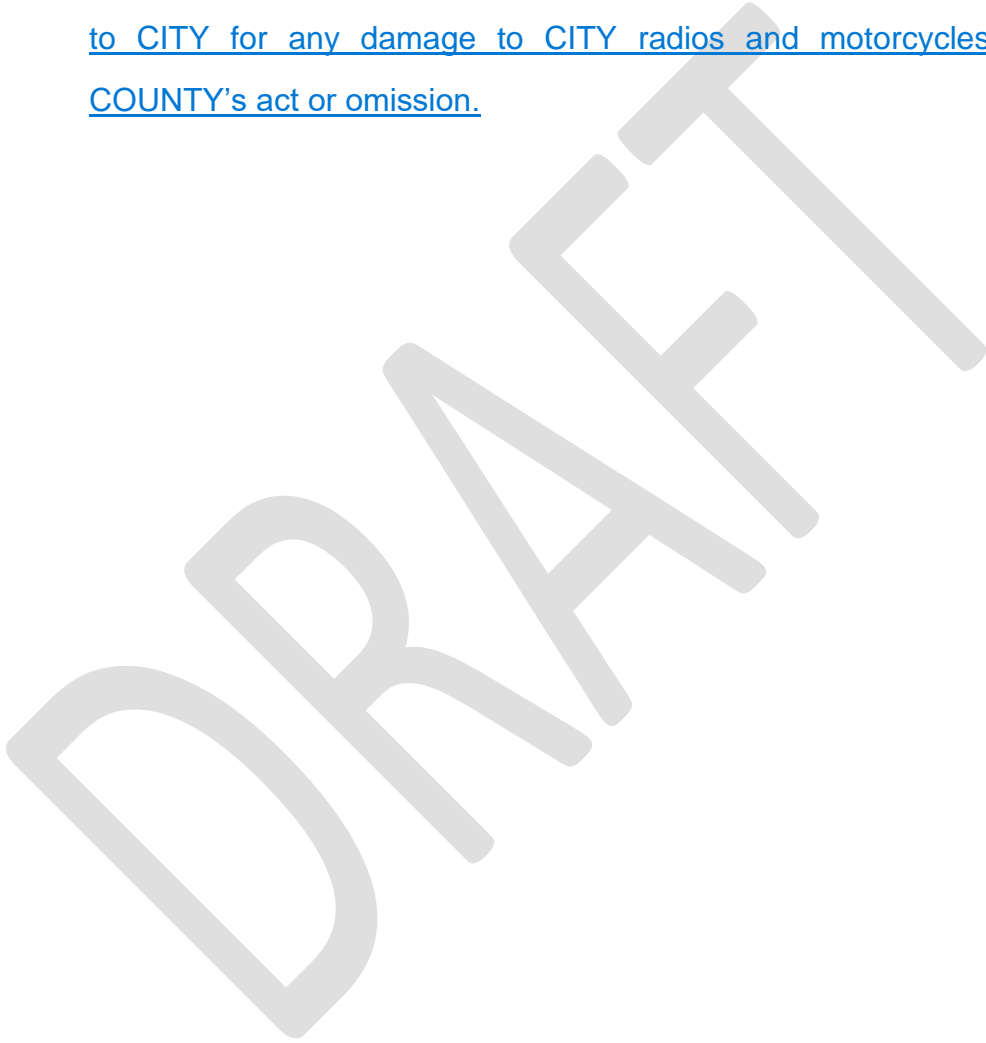
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3. The Equipment purchased by the COUNTY for services to the CITY shall be the property of the County.

1. Radios and motorcycles previously purchased by the CITY for COUNTY law enforcement services to the CITY shall be the property of the CITY. Notwithstanding Section L of this Agreement, COUNTY shall be responsible to CITY for any damage to CITY radios and motorcycles caused by COUNTY's act or omission.

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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: _____
City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman 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 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL

ATTACHMENT A

"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		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
Sr Emergency Management Program Coordinator		1.00	80 hrs./ per two wk. pay period
Office Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		48.35	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.86%
Investigator	Traffic	1.00	7.86%
Deputy Sheriff II	Traffic	3.00	7.86%
Investigative Assistant	Traffic	2.00	7.86%
Office Specialist	Traffic	1.00	7.86%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.06%
Investigator	Auto Theft	2.00	7.06%
Investigative Assistant	Auto Theft	1.00	7.06%
Office Specialist	Auto Theft	1.00	7.06%
DET:			
Sergeant	DET	1.00	6.02%
Investigator	DET	1.00	6.02%
COURTS:			
Investigative Assistant	Courts	2.00	18.61%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	18.87%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

ATTACHMENT C

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 511,432	\$ 511,432
SUPERVISION:				
Sergeant	Patrol	5.00	\$ 406,174	\$ 2,030,870
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 389,168	\$ 778,336
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	25.00	\$ 332,009	\$ 8,300,225
Deputy Sheriff II -Motor	Traffic	5.00	\$ 342,744	\$ 1,713,719
ADDITIONAL SERVICES:				
Crime Preventon Specialist	Crime Prevention	2.00	\$ 123,212	\$ 246,424
Community Services Officer	Parking Control	4.00	\$ 150,063	\$ 600,252
Deputy Sheriff II	Community Support	1.00	\$ 332,009	\$ 332,009
Deputy Sheriff II (shared)	School Resource Officer	0.35	\$ 332,009	\$ 116,201
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 332,009	\$ 332,009
Sr Emergency Management Program Coordinator		1.00	\$ 207,644	\$ 207,644
Office Specialist		1.00	\$ 116,680	\$ 116,680
TOTAL POSITIONS		48.35		\$ 15,285,801

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.86%	\$ 22,891
Investigator	Traffic	1.00	7.86%	\$ 27,631
Deputy Sheriff II	Traffic	3.00	7.86%	\$ 96,179
Investigative Assistant	Traffic	2.00	7.86%	\$ 27,232
Office Specialist	Traffic	1.00	7.86%	\$ 10,285
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.06%	\$ 10,285
Investigator	Auto Theft	2.00	7.06%	\$ 54,359
Investigative Assistant	Auto Theft	1.00	7.06%	\$ 12,182
Office Specialist	Auto Theft	1.00	7.06%	\$ 9,284
DET:				
Sergeant	DET	1.00	6.02%	\$ 30,531
Investigator	DET	1.00	6.02%	\$ 27,239
COURTS:				
Investigative Assistant	Courts	2.00	18.61%	\$ 59,392
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcyle Supervision	1.00	18.87%	\$ 84,594
TOTAL REGIONAL/SHARED		16.90		\$ 472,084

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for five (5) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty (30) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay and on-call pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement fo false alarms; reimbursement for training and miscellaneous programs; and reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,638,665
TOTAL COST OF SERVICES (Subsection G-2)	\$ 18,396,550