

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAKE FOREST**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS AGREEMENT** is entered into this First day of June 202~~4~~³ which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAKE FOREST, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as “COUNTY”.

11 **WITNESSETH:**

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

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301 and 55632, on the terms and
16 conditions hereinafter set forth,

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

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2 **A. TERM:**

3 The term of this Agreement shall commence July 1, 202~~43~~ and terminate
4 June 30, 202~~54~~ unless earlier terminated by either party or extended in the
5 manner set forth herein.

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

- 7 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
8 hundred and eighty (180) days written notice to the other party.
- 9 2. If COUNTY and CITY have not entered into a written agreement by
10 June 30, 202~~54~~ for COUNTY to provide to CITY, during all or part of the
11 period between July 1, 202~~54~~ and June 30, 202~~65~~, law enforcement
12 services similar to those specified herein, then SHERIFF, on behalf of
13 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
14 execute a written amendment to this Agreement that provides as follows
15 and does not materially alter other terms of the Agreement: SHERIFF shall
16 continue to provide to CITY all or a designated part of the law enforcement
17 services specified herein, for a specified time period between July 1, 202~~54~~
18 and August 31, 202~~54~~, and CITY shall pay COUNTY the full costs of
19 providing such services. Such full costs may be greater than those listed
20 herein for the period July 1, 202~~43~~ through June 30, 202~~54~~. SHERIFF and
21 CITY Manager shall file copies of any such amendments to this Agreement
22 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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

- 3 2. The night, day and evening patrol and supervisory shifts will be established
4 by SHERIFF. Personnel of each shift may work varying and different times
5 and may be deployed to other shifts when, in the opinion of SHERIFF and
6 CITY Manager, the need arises. Any long-term shift deployment change will
7 be reported to CITY's Council.
- 8 3. The level of service, other than for licensing, to be provided by COUNTY for
9 the period July 1, 202~~43~~ through June 30, 202~~54~~ is set forth in
10 Attachment A.
- 11 4. For any service listed in Attachment A of this Agreement that is provided to
12 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
13 the option to terminate such service in the event the other city or cities that
14 contract for the balance of the time of the employee providing the service no
15 longer pay(s) for such service and CITY does not request the Agreement be
16 amended to provide for payment of 100% of the cost of the employee
17 providing such service. The Maximum Obligation of CITY set forth in
18 Subsection G-2 shall be adjusted accordingly.
- 19 5. All services contracted for in this Agreement may not be operational on the
20 precise date specified in this Agreement. In those instances, SHERIFF
21 shall notify CITY Manager of the date or dates such service or services are
22 to be implemented. SHERIFF shall reduce the monthly charges to CITY,
23 based on the actual date of implementation of the service or services.
24 Charges shall be reduced on the next monthly billing tendered in
25 accordance with Subsection G-3 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
27 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
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1 determines that the Captain is needed elsewhere, SHERIFF will notify
2 CITY's Manager within four (4) hours. SHERIFF will return the Captain

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

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

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

14 8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY
15 Manager, on behalf of CITY, are authorized to execute written amendments
16 to this Agreement to increase or decrease the level of service set forth in
17 Attachment A, when SHERIFF and CITY Manager mutually agree that such
18 increase or decrease in the level of service is appropriate. Any such
19 amendment to the Agreement shall concomitantly increase or decrease the
20 cost of services payable by CITY as set forth in Attachment C and the
21 Maximum Obligation of CITY set forth in Subsection G-2, in accordance with
22 the current year's COUNTY law enforcement cost study. SHERIFF and
23 CITY Manager shall file copies of any such amendments to this Agreement
24 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except
25 for costs related to Sections G-4a and G-4b, changes to this Agreement
26 executed by SHERIFF and CITY Manager may not, in the aggregate,
27 increase or decrease the cost of services payable by CITY by more than

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1 one percent (1%) of the total cost originally set forth in Attachment C and
2 the Maximum Obligation originally set forth in Subsection G-2.

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

4 Except for changes under Sections G-4a and G-4b, prior approval by
5 COUNTY's Board of Supervisors and CITY's Council is required before
6 execution of any amendment that brings the aggregate total of changes in
7 costs payable by CITY to more than one percent (1%) of the total cost
8 originally set forth in Attachment C and the Maximum Obligation originally
9 set forth in Subsection G-2 of this Agreement.

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

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

23 2. Supplemental services for occasional events operated by private
24 individuals and entities on non-CITY property. At the request of CITY,
25 through its City Manager, and within the limitations set forth in this
26 Subsection D-2, SHERIFF may provide supplemental law enforcement
27 services to preserve the peace at special events or occurrences that occur
28 on an occasional basis and are operated by private individuals or private

1 entities on non-CITY property. SHERIFF shall determine personnel and
2 equipment needed for such supplemental services, and will provide such

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

4 supplemental services only if SHERIFF is able to do so without reducing the
5 normal and regular ongoing services that SHERIFF otherwise would provide to
6 CITY pursuant to this Agreement. Such supplemental services shall be
7 provided only by regularly appointed full-time peace officers, at rates of pay
8 governed by a Memorandum of Understanding between COUNTY and the
9 bargaining unit representing the peace officers providing the services. Such
10 supplemental services shall include only law enforcement duties and shall not
11 include services authorized to be provided by a private patrol operator, as
12 defined in Section 7582.1 of the Business and Professions Code. Law
13 enforcement support functions, including, but not limited to, clerical functions
14 and forensic science services, may be performed by non-peace officer
15 personnel if the services do not involve patrol or keeping the peace and are
16 incidental to the provision of law enforcement services. CITY shall reimburse
17 COUNTY its full, actual costs of providing such supplemental services at an
18 amount computed by SHERIFF, based on the current year's COUNTY law
19 enforcement cost study. The cost of these supplemental services shall be in
20 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this
21 Agreement. SHERIFF shall bill CITY immediately after each such event.

- 22 3. Supplemental services for events operated by public entities on non-CITY
23 property. At the request of CITY, through its City Manager, and within the
24 limitations set forth in this subsection D-3, SHERIFF may provide
25 supplemental law enforcement services to preserve the peace at special
26 events or occurrences that occur on an occasional basis and are operated
27 by public entities on non-CITY property. SHERIFF shall determine
28 personnel and equipment needed for such supplemental services, and will

1 provide such supplemental services only if SHERIFF is able to do so
2 without reducing services that SHERIFF otherwise would provide to CITY

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

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

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

21 5. In accordance with Government Code Section 51350, COUNTY has
22 adopted Board Resolution 89-1160 which identifies Countywide services,
23 including but not limited to helicopter response. SHERIFF through this
24 contract provides enhanced helicopter response services. The cost of
25 enhanced helicopter response services is included in the cost of services
26 set forth in Attachment C and in the Maximum Obligation of CITY set forth
27 in Subsection G-2. COUNTY shall not charge any additional amounts for
28 enhanced helicopter services after the cost of services set forth in

1 Attachment C and in the Maximum Obligation set forth in Subsection G-2
2 has been established without written notification to the CITY.

3 **E. BODY WORN CARMERA AND IN CAR VIDEO:**

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, body worn cameras (hereinafter called "BWC")
6 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
7 called "ICV") that will be mounted in vehicles designated by SHERIFF for
8 use within CITY service area.
- 9 2. SHERIFF has the exclusive right to use said BWC and ICV for law
10 enforcement services related to this Agreement.
- 11 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
12 BWC and the acquisition and installation of ICV, and b) recurring costs, as
13 deemed necessary by COUNTY, including the costs of maintenance and
14 contributions to a fund for replacement and upgrade of such BWC and ICV
15 when they become functionally or technologically obsolete.

16 The costs to be paid by CITY for recurring costs, including maintenance and
17 replacement/upgrade of BWC and ICV, are included in the costs set forth in
18 Attachment C and the Maximum Obligation of CITY set forth in Subsection
19 G-2 of this Agreement unless CITY has already paid such costs. 4.

- 20 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
21 requires BWC and ICV for additional SHERIFF'S personnel or vehicles
22 designated for use in the CITY service area, COUNTY will purchase said
23 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
24 COUNTY a) the full costs of acquisition of additional BWC and the full cost
25 of acquisition and installation of additional ICV, and b) the full recurring costs
26 for said BWC and ICV, as deemed necessary by COUNTY, including the
27 costs of maintenance, and contributions to a fund for replacement and
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1 upgrade of such BWC and ICV when they become functionally or
2 technologically obsolete.

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

5 Said costs related to additional BWC and ICV are not included in, and are in
6 addition to, the costs set forth in Attachment C and the Maximum Obligation
7 of CITY set forth in Subsection G-2 of this Agreement.

- 8 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs
9 of replacing/upgrading BWC and ICV shall be paid by COUNTY from the
10 replacement/upgrade funds to be paid by CITY in accordance with the
11 foregoing.

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

13 Upon receipt from SHERIFF of investigations of applications for licenses
14 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
15 whether to grant or deny the licenses and will issue the licenses or notify the
16 applicants of denial. CITY shall provide all attorney services related to the
17 granting, denial, revocation and administration of said licenses and the
18 enforcement of CITY ordinances pertaining to said licenses.

19 **G. PAYMENT:**

- 20 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
21 COUNTY the full costs of performing the services mutually agreed upon in
22 this Agreement. The costs of services include salaries, wages, benefits,
23 mileage, services, supplies, equipment, and divisional, departmental and
24 COUNTY General overhead. Unless the level of service set forth in
25 Attachment A is increased or decreased pursuant to mutual agreement of
26 the parties, or CITY is required to pay for increases as set forth in
27 Subsection G-4, the Maximum Obligation of CITY for services, other than
28 Licensing Services, set forth in Attachment A of this Agreement, to be

1 provided by the COUNTY for the period July 1, 202~~43~~ through June 30,
2 202~~54~~, shall be \$21,360,473~~19,629,237~~ as set forth in Attachment C.

3 //

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

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

10 3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~43~~
11 through June 30, 202~~54~~, said invoices will require payment by CITY of one-
12 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-
13 2 of this Agreement, as said Maximum Obligation may have been increased
14 or decreased pursuant to mutual agreement of the parties. In addition, if a
15 determination is made that increases described in Subsection G-4 must be
16 paid, COUNTY thereafter shall include the pro-rata charges for such
17 increases in its monthly invoices to CITY for the balance of the period
18 between July 1, 202~~43~~ and June 30, 202~~54~~.

19 4a. At the time this Agreement is executed, there may be unresolved issues
20 pertaining to potential changes in salaries and benefits for COUNTY
21 employees. The costs of such potential changes are not included in the
22 Fiscal Year 202~~43~~-2~~54~~ cost set forth in Attachment C nor in the Fiscal Year
23 202~~43~~-2~~54~~ Maximum Obligation of CITY set forth in Subsection G-2 of this
24 Agreement. If the changes result in the COUNTY incurring or becoming
25 obligated to pay for increased costs for or on account of personnel whose
26 costs are included in the calculations of costs charged to CITY hereunder,
27 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
28 Subsection G-2 of this Agreement, the full costs of said increases to the

1 extent such increases are attributable to work performed by such personnel
2 after July 1, 202~~43~~, and CITY'S Maximum Obligation hereunder shall be
3 deemed to have increased accordingly. CITY shall COUNTY in full for such

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

5 increases on a pro-rata basis over the portion of the period between July 1,
6 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY that
7 increases are payable. If the changes result in the COUNTY incurring or
8 becoming obligated to pay for decreased costs for or on account of
9 personnel whose costs are included in the calculations of costs charged to
10 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
11 the extent such decreases are attributable to work performed by such
12 personnel during the period July 1, 202~~43~~ through June 30, 202~~54~~, and
13 CITY's Maximum Obligation hereunder shall be deemed to have decreased
14 accordingly. COUNTY shall reduce required payment by CITY in full for
15 such decreases on a pro-rata basis over the portion of the period between
16 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY
17 that the Maximum Obligation has decreased.

18 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service to be provided to CITY as set forth in Attachment A of this
21 Agreement to a level that will make the Maximum Obligation of CITY
22 hereunder for the period July 1, 202~~43~~ through June 30, 202~~54~~ an amount
23 specified by CITY that is equivalent to or higher or lower than the Maximum
24 Obligation set forth in Subsection G-2 for said period at the time this
25 Agreement originally was executed. The purpose of such adjustment of
26 service levels will be to give CITY the option of keeping its Maximum
27 Obligation hereunder at the pre-increase level or at any other higher or
28 lower level specified by CITY. In the event of such reduction in level of

1 service and adjustment of costs, the parties shall execute an amendment to
2 this Agreement so providing, pursuant to Subsection C-8. Decisions about
3 How to reduce the level of service provided to CITY shall be made by

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

5 SHERIFF with the approval of CITY.

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

13 6. COUNTY shall charge CITY late payment penalties in accordance with
14 County Billing Policy.

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

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- 8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
- 9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

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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
 100 Civic Center Drive
 LAKE FOREST, CA 92630 – 8855

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

1 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall
2 retain all authority for rendition of services, standards of performance, control of
3 personnel, and other matters incident to the performance of services by
4 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
5 shall not be entitled to any rights or privileges of CITY employees and shall not
6 be considered in any manner to be CITY employees.

7 **J. STATE AUDIT:**

8 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
9 subject to examination and audit by the State Auditor for a period of three (3)

10 **J. STATE AUDIT: (Continued)**

11 years after final payment by CITY to COUNTY under this Agreement. CITY
12 and COUNTY shall retain all records relating to the performance of this
13 Agreement for said three-year period, except that those records pertaining to
14 any audit then in progress, or to any claims or litigation, shall be retained
15 beyond said three-year period, until final resolution of said audit, claim or
16 litigation.

17 **K. ALTERATION OF TERMS:**

18 This Agreement is comprised of this documents and Attachments A through G,
19 which are attached hereto and incorporated herein by reference. This
20 Agreement fully expresses all understanding of CITY and COUNTY with
21 respect to the subject matter of this Agreement and shall constitute the total
22 Agreement between the parties for these purposes. No addition to or alteration
23 of the terms of this Agreement, unless expressly provided herein, shall be valid
24 unless made in writing, formally approved and executed by duly authorized
25 agents of both parties.

26 **L. INDEMNIFICATION:**

27 1. COUNTY, its officers, agents, employees, subcontractors and independent
28 contractors shall not be deemed to have assumed any liability for the

1 negligence or any other act or omission of CITY or any of its officers, agents,
2 employees, subcontractors or independent contractors, or for any dangerous
3 or defective condition of any public street, work, or property of CITY, or for
4 any illegality or unconstitutionality of CITY's municipal ordinances. CITY
5 shall indemnify and hold harmless COUNTY and its elected and appointed
6 officials, officers, agents, employees, subcontractors and independent
7 contractors from any claim, demand or liability whatsoever based or
8 asserted upon the condition of any public street, work, or property of CITY,
9 or upon the illegality or unconstitutionality of any municipal

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

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

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

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

11 officials, officers, agents, employees, subcontractors and independent
12 contractors in any legal action or claim of any kind based or asserted upon
13 such alleged acts or omissions.

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

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

1 the revenue from such fee be used for the Program. CITY's participation in
 2 the Program may be terminated at any time by rescission or amendment of
 3 the TVAP resolution. In the event CITY 1) amends said TVAP resolution, or
 4 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining
 5 to the above-referenced fees and the Program, and 2) remains a participant
 6 in the Program thereafter, CITY's Manager, on behalf of CITY, and
 7 SHERIFF, on behalf of COUNTY, have authority to execute an amendment
 8 of this Agreement to substitute CITY's amended or new TVAP resolution for
 9 Attachment F to the Agreement, as long as said amendment

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

11 to this Agreement does not materially change any other provision of this
 12 Agreement. As COUNTY updates its fees for the Program periodically
 13 COUNTY will provide written notice to CITY of the updated fees. CITY'S
 14 participation in the Program will terminate if CITY determines not to adopt
 15 the updated fees for the Program.

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

1 eligible for reimbursement, CITY shall submit a request for and obtain pre-
2 approval of the expenditure by using the form as shown in Attachment G.
3 The request shall be submitted within the budget schedule established by
4 SHERIFF. SHERIFF shall approve the expenditure only if both of the
5 following conditions are satisfied: 1) there are sufficient Program funds,
6 attributable to revenue generated by the CITY's fee, to pay for the requested
7 purchase, and 2) CITY will use the equipment and/or supplies, during their
8 entire useful life, only for purposes authorized by its TVAP resolution in
9 effect at the time of purchase. In the event that CITY terminates its

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

11 participation in the Program, CITY agrees that the equipment purchased by
12 CITY and reimbursed by Program funds will continue to be used, during the
13 remainder of its useful life, exclusively for the purposes authorized by CITY's
14 TVAP resolution in effect at the time of purchase.

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

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

3 **N. MOBILE DATA COMPUTERS:**

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, mobile data computers (hereinafter called
6 “MDCs”) that are or will be mounted in patrol vehicles and motorcycles,
7 designated by COUNTY for use within CITY limits.
8 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
9 services related to this Agreement.

10 //

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

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

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of MDCs, are included in the costs set forth in
20 Attachment C and the Maximum Obligation of CITY set forth in
21 Subsection G-2 of this Agreement unless CITY has already paid such costs.
22 If, following the initial acquisition of MDCs referenced above, CITY requires
23 MDCs for additional patrol cars or motorcycles designated for use in the
24 CITY, or for CITY’s Emergency Operations Center, COUNTY will purchase
25 said additional MDCs. Upon demand by COUNTY, CITY will pay to
26 COUNTY a) the full costs of acquisition and installation of said additional
27 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
28 by COUNTY, including the costs of maintenance, and contributions to a

1 fund for replacement and upgrade of such MDCs when they become
2 functionally or technologically obsolete. Said costs related to additional
3 MDCs are not included in, and are in addition to, the costs set forth in
4 Attachment C and the Maximum Obligation of CITY set forth in
5 Subsection G-2 of this Agreement.

- 6 4. COUNTY will replace and/or upgrade MDCs as needed. The costs of
7 replacing/upgrading MDCs shall be paid by COUNTY from the
8 replacement/upgrade funds to be paid by CITY in accordance with the
9 foregoing.

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

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

21 The costs to be paid by CITY for recurring costs, including maintenance and
22 replacement/upgrade of E-Citation units, are included in the costs set forth
23 in

24 Attachment C and the Maximum Obligation of CITY set forth in Subsection
25 G-2 of this Agreement unless CITY has already paid such costs.

- 26 4. If, following the initial acquisition of E-Citation units referenced above, CITY
27 requires additional E-Citation units designated for use in CITY, COUNTY
28 will purchase said additional E-Citation units. Upon demand by COUNTY,

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

9 //

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

11 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
12 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
13 replacement/upgrade funds to be paid by CITY in accordance with the
14 foregoing.

15 P. EQUIPMENT

16 1. As part of the law enforcement services to be provided to
17 CITY, COUNTY shall purchase motorcycles and radios that meet certain
18 law enforcement standards as determined by the COUNTY (hereinafter
19 “Equipment”).

20 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
21 Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement
22 and upgrade of such Equipment when they become functionally or
23 technologically obsolete, as deemed necessary by COUNTY. The costs to be
24 paid by CITY are included in the costs set forth in Attachment A and the
25 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

28

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

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DRAFT

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

3 DATED: _____

4 CITY OF LAKE FOREST

5 ATTEST: _____
6 City Clerk

7 BY: _____
8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14 BY: _____
15 Chairman of the Board of Supervisors
16 County of Orange, California

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

20 Attest:

21 _____
22 Robin Stieler
23 Clerk of the Board
24 County of Orange, California

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

28 BY: _____
Deputy

DATED: _____

**ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAKE FOREST**

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

ATTACHMENT A

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	31.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	1.00	80 hrs./ per two wk. pay period
Office Specialist	Support Services	1.00	80 hrs./ per two wk. pay period
TOTAL		53.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	11.82%
Deputy Sheriff II	Traffic	4.00	11.82%
Investigative Assistant	Traffic	2.00	11.82%
Office Specialist	Traffic	1.00	11.82%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	11.28%
Investigator	Auto Theft	2.00	11.28%
Investigative Assistant	Auto Theft	1.00	11.28%
Office Specialist	Auto Theft	1.00	11.28%
DET:			
Sergeant	DET	1.00	9.04%
Investigator	DET	1.00	9.04%
COURTS:			
Investigative Assistant	Courts	2.00	49.34%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		16.90	

ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAKE FOREST

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	\$ 508,719	\$ 508,719
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 403,279	\$ 403,279
Sergeant	Patrol	4.00	\$ 403,279	\$ 1,613,116
INVESTIGATION SERVICES:				
Investigator		3.00	\$ 401,948	\$ 1,205,844
Investigative Assistant		1.00	\$ 221,440	\$ 221,440
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	31.00	\$ 328,965	\$ 10,197,915
Deputy Sheriff II -Motor	Traffic	2.00	\$ 339,723	\$ 679,446
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 122,732	\$ 122,732
Community Services Officer	Parking Control	4.00	\$ 146,726	\$ 586,904
Deputy Sheriff II	Community Support	2.00	\$ 328,965	\$ 657,930
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 328,965	\$ 328,965
Deputy Sheriff II	Homeless Liaison Officer	1.00	\$ 328,965	\$ 328,965
Office Specialist	Support Services	1.00	\$ 116,186	\$ 116,186
TOTAL POSITIONS		53.00		\$ 16,971,441

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	11.82%	\$ 34,448
Deputy Sheriff II	Traffic	4.00	11.82%	\$ 186,311
Investigative Assistant	Traffic	2.00	11.82%	\$ 40,978
Office Specialist	Traffic	1.00	11.82%	\$ 15,476
AUTO THEFT:				
Sergeant	Auto Theft	0.30	11.28%	\$ 16,431
Investigator	Auto Theft	2.00	11.28%	\$ 86,841
Investigative Assistant	Auto Theft	1.00	11.28%	\$ 19,461
Office Specialist	Auto Theft	1.00	11.28%	\$ 14,831
DET:				
Sergeant	DET	1.00	9.04%	\$ 45,798
Investigator	DET	1.00	9.04%	\$ 40,860
COURTS:				
Investigative Assistant	Courts	2.00	49.34%	\$ 168,111
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 33,838
TOTAL REGIONAL/SHARED		16.90		\$ 703,384

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for six (6) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-three (33) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay, on call, and transportation charges.

CREDITS:

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

TOTAL OTHER CHARGES AND CREDITS	\$ 3,685,648
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TOTAL COST OF SERVICES (Subsection G-2)	\$ 21,360,473
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