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**AGREEMENT
BETWEEN THE
CITY OF LAKE FOREST
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~Twenty-sixth~~Twenty-third day of May ~~2019~~2020 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, 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, ~~2019~~2020 and terminate
3 June 30, ~~2020~~2021 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 one-
7 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, ~~2020~~2021 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, ~~2020~~2021 and June 30, ~~2021~~2022, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows
14 and does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1,
17 ~~2020~~2021 and August 31, ~~2020~~2021, and CITY shall pay COUNTY the full
18 costs of providing such services. Such full costs may be greater than those
19 listed herein for the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021.
20 SHERIFF and CITY Manager shall file copies of any such amendments to
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and
22 CITY's Clerk.

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

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

1 //

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
7 will 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, ~~2019~~2020 through June 30, ~~2020~~2021 is set forth in
10 Attachment A and incorporated herein by this reference.
- 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
15 no longer pay(s) for such service and CITY does not request the Agreement
16 be 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 Lieutenant in charge of CITY Police Services. If SHERIFF
28

1 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
2 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant

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

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

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

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

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

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

1 equipment needed for such supplemental services, and will provide such
2 supplemental services only if SHERIFF is able to do so without reducing

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

4 the normal and regular ongoing services that SHERIFF otherwise would
5 provide to CITY pursuant to this Agreement. Such supplemental services
6 shall be provided only by regularly appointed full-time peace officers, at
7 rates of pay governed by a Memorandum of Understanding between
8 COUNTY and the bargaining unit representing the peace officers providing
9 the services. Such supplemental services shall include only law
10 enforcement duties and shall not include services authorized to be provided
11 by a private patrol operator, as defined in Section 7582.1 of the Business
12 and Professions Code. Law enforcement support functions, including, but
13 not limited to, clerical functions and forensic science services, may be
14 performed by non-peace officer personnel if the services do not involve
15 patrol or keeping the peace and are incidental to the provision of law
16 enforcement services. CITY shall reimburse COUNTY its full, actual costs
17 of providing such supplemental services at an amount computed by
18 SHERIFF, based on the current year's COUNTY law enforcement cost
19 study. The cost of these supplemental services shall be in addition to the
20 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
21 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 utilize
11 the services of the Sheriff at events, for which CITY issues permits, that are
12 operated by private individuals or entities or public entities. SHERIFF shall
13 determine personnel and equipment needed for said events. If said events
14 are in addition to the level of services listed in Attachment A of this
15 Agreement, CITY shall reimburse COUNTY for such additional services at
16 an amount computed by SHERIFF, based upon the current year's COUNTY
17 law enforcement cost study. The cost of these services shall be in addition
18 to the Maximum Obligation of CITY set forth in Subsection G-2 of this
19 Agreement. SHERIFF shall bill CITY immediately after said services are
20 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. PATROL VIDEO SYSTEMS:**

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

16 The costs to be paid by CITY for recurring costs, including maintenance and
17 replacement/upgrade of PVS, 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. CITY shall
20 not be charged additional amounts for maintenance or replacement/upgrade
21 of said PVS during the period July 1, ~~2019~~2020 through June 30, ~~2020~~2021.

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

1 become functionally or technologically obsolete. Said costs related to
2 additional PVS are not included in, and are in addition to, the costs set forth

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

4 in Attachment C and the Maximum Obligation of CITY set forth in
5 Subsection G-2 of this Agreement.

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

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

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

18 **G. PAYMENT:**

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

24 2. Unless the level of service set forth in Attachment A is increased or
25 decreased pursuant to mutual agreement of the parties, or CITY is required
26 to pay for increases as set forth in Subsection G-4, the Maximum Obligation
27 of CITY for services, other than Licensing Services, set forth in Attachment
28 A of this Agreement, to be provided by the COUNTY for the period July 1,

1 ~~20192020~~ through June 30, ~~20202021~~, shall be \$~~17,659,904~~18,255,224 as
2 set forth in Attachment C.

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

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

9 3. COUNTY shall invoice CITY monthly. During the period July 1, ~~20192020~~
10 through June 30, ~~20202021~~, said invoices will require payment by CITY of
11 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
12 Subsection G-2 of this Agreement, as said Maximum Obligation may have
13 been increased or decreased pursuant to mutual agreement of the parties.
14 In addition, if a determination is made that increases described in
15 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata
16 charges for such increases in its monthly invoices to CITY for the balance
17 of the period between July 1, ~~20192020~~ and June 30, ~~20202021~~.

18 4a. At the time this Agreement is executed, there ~~are~~may be unresolved issues
19 pertaining to potential changes in salaries and benefits for COUNTY
20 employees. The costs of such potential changes are not included in the
21 Fiscal Year ~~20192020-2021~~ cost set forth in Attachment C nor in the Fiscal
22 Year ~~20192020-2021~~ Maximum Obligation of CITY set forth in Subsection
23 G-2 of this Agreement. If the changes result in the COUNTY incurring or
24 becoming obligated to pay for increased costs for or on account of
25 personnel whose costs are included in the calculations of costs charged to
26 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
27 Obligation set forth in Subsection G-2 of this Agreement, the full costs of
28 said increases to the extent such increases are attributable to work

1 performed by such personnel after July 1, ~~2019~~2020, and CITY's Maximum
2 Obligation hereunder shall be deemed to have increased accordingly. CITY
3 shall pay COUNTY in full for

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

5 such increases on a pro-rata basis over the portion of the period between
6 July 1, ~~2019~~2020 and June 30, ~~2020~~2021 remaining after COUNTY notifies
7 CITY that increases are payable. If the changes result in the COUNTY
8 incurring or becoming obligated to pay for decreased costs for or on
9 account of personnel whose costs are included in the calculations of costs
10 charged to CITY hereunder, COUNTY shall reduce the amount owed by the
11 CITY to the extent such decreases are attributable to work performed by
12 such personnel during the period July 1, ~~2019~~2020 through June 30,
13 ~~2020~~2021, and CITY's Maximum Obligation hereunder shall be deemed to
14 have decreased accordingly. COUNTY shall reduce required payment by
15 CITY in full for such decreases on a pro-rata basis over the portion of the
16 period between July 1, ~~2019~~2020 and June 30, ~~2020~~2021 remaining after
17 COUNTY notifies CITY 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, ~~2019~~2020 through June 30, ~~2020~~2021 an
23 amount specified by CITY that is equivalent to or higher or lower than the
24 Maximum Obligation set forth in Subsection G-2 for said period at the time
25 this 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. Decisions about how to reduce the level of

3 //

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

5 service provided to CITY shall be made by SHERIFF with the approval of
6 CITY.

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

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

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

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

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

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5 **H. NOTICES:**

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

10 **CITY:** ATTN: CITY MANAGER
11 ~~25550100 COMMERCENTRE DRIVE~~Civic Center Drive
12 LAKE FOREST, CA 92630 – 8855

13 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
14 SHERIFF-CORONER DEPARTMENT
15 320 NORTH FLOWER STREET, SUITE 108
16 SANTA ANA, CA 92703

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

20 **I. STATUS OF COUNTY:**

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

1 shall not be entitled to any rights or privileges of CITY employees and shall not
2 be considered in any manner to be CITY employees.

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6 **J. STATE AUDIT:**

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

15 **K. ALTERATION OF TERMS:**

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

21 **L. INDEMNIFICATION:**

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

1 elected and appointed officials, officers, agents, employees, subcontractors
2 and independent contractors from any claim, demand or liability whatsoever
3 based or asserted upon the condition of any public street or work or property
4 of CITY, or upon the illegality or unconstitutionality of any municipal
5 ordinance of CITY that SHERIFF has enforced, or upon any act or omission

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

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

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

1 independent contractors related to this Agreement, for property damage,
2 bodily injury or death or any other element of damage of any kind or nature,
3 and COUNTY shall defend, at its expense, including attorney fees, and with
4 counsel approved in writing by CITY, CITY and its elected and appointed
5 officials, officers, agents, employees, subcontractors and independent

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

7 contractors in any legal action or claim of any kind based or asserted upon
8 such alleged acts or omissions.

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

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

1 adopts a new TVAP resolution pertaining to the above-referenced fee and
2 the Program, and 2) remains a participant in the Program thereafter, CITY's
3 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
4 authority to execute an amendment of this Agreement to substitute CITY's
5 amended or new TVAP resolution for Attachment F hereto, as long as said

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

7 amendment to this Agreement does not materially change any other
8 provision of this Agreement.

- 9 2. COUNTY will make available for review, at the request of CITY, all financial
10 data related to the Program as may be requested by CITY.
- 11 3. Fee revenue generated by COUNTY and participating cities will be used to
12 fund the following positions, which will be assigned to the Program:
- 13 • Ten one hundredths of one (0.10) Sergeant
14 (8 hours per two-week pay period)
 - 15 • One (1) Staff Specialist
16 (80 hours per two-week pay period)
 - 17 • One (1) Office Specialist
18 (80 hours per two-week pay period)
- 19 4. Fee revenue generated by CITY may be used to reimburse CITY for
20 expenditures for equipment and/or supplies directly in support of the
21 Program. In order for an expenditure for equipment and/or supplies to be
22 eligible for reimbursement, CITY shall submit a request for and obtain pre-
23 approval of the expenditure by using the form as shown in Attachment G.
24 The request shall be submitted within the budget schedule established by
25 SHERIFF. SHERIFF shall approve the expenditure only if both of the
26 following conditions are satisfied: 1) there are sufficient Program funds,
27 attributable to revenue generated by the CITY's fee, to pay for the requested
28 purchase, and 2) CITY will use the equipment and/or supplies, during their

1 entire useful life, only for purposes authorized by its TVAP resolution in
2 effect at the time of purchase. In the event that CITY terminates its
3 participation in the Program, CITY agrees that the equipment purchased by
4 CITY and reimbursed by Program funds will continue to be used, during the
5 remainder of its useful life, exclusively for the purposes authorized by CITY's

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

7 TVAP resolution in effect at the time of purchase.

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

23 **N. MOBILE DATA COMPUTERS:**

- 24 1. As part of the law enforcement services to be provided to CITY, COUNTY
25 has provided, or will provide, mobile data computers (hereinafter called
26 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
27 designated by COUNTY for use within CITY limits.

28

- 1 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
2 services related to this Agreement.
- 3 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
4 installation of MDCs that are or will be mounted in patrol vehicles and
5 motorcycles assigned to CITY, and b) recurring costs, as deemed
6 necessary by COUNTY, including the costs of maintenance and

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

8 contributions to a fund for replacement and upgrade of such MDCs when
9 they become functionally or technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance
11 and replacement/upgrade of MDCs, 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. CITY shall
14 not be charged additional amounts for maintenance or
15 replacement/upgrade of said MDCs during the period July 1, ~~2019~~2020
16 through June 30, ~~2020~~2021.

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

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

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

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

19 The costs to be paid by CITY for recurring costs, including maintenance
20 and replacement/upgrade of E-Citation units, are included in the costs set
21 forth in Attachment C and the Maximum Obligation of CITY set forth in
22 Subsection G-2 of this Agreement unless CITY has already paid such
23 costs. CITY shall not be charged additional amounts for maintenance or
24 replacement/upgrade of said E-Citation units during the period July 1,
25 ~~2019~~2020 through June 30, ~~2020~~2021.

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

9 set forth in Subsection G-2 of this Agreement.

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

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

10 DATED: _____

11 CITY OF LAKE FOREST

12 ATTEST: _____

13 City Clerk

13 BY: _____

14 Mayor

15 APPROVED AS TO FORM:

16 BY: _____

17 City Attorney

18 -----
19 DATED: _____

20 COUNTY OF ORANGE

21 BY: _____

22 Chairwoman of the Board of Supervisors
23 County of Orange, California

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

27 Attest:

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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: _____