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FIRST AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF LAGUNA NIGUEL
AND THE
COUNTY OF ORANGE

THIS FIRST AMENDMENT TO AGREEMENT is entered into this ~~Twentieth~~^{Eighth} ~~First~~-day of ~~January~~^{December} ~~2018~~^{May}, 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", to amend, effective March 2, 2018 that certain Agreement between the parties commencing July 1, 2017, hereinafter referred to as the "Agreement".

1. Effective March 2, 2018, Attachment A to the Agreement is amended to add Two (2) Deputy Sheriff IIs (Motor) and related costs, Two (2) Mobile Data Computers (MDC's) and Two (2) E-Citations units. Attachment A, as amended and attached hereto, is incorporated in the Agreement by this reference.

2. Effective March 2, 2018, A

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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10 **~~A. TERM:~~**

11 ~~The term of this Agreement shall commence July 1, 2017 and terminate June~~

12 ~~30, 2018 unless earlier terminated by either party or extended in the manner~~

13 ~~set forth herein.~~

14 **~~B. OPTIONAL TERMINATION OR EXTENSION:~~**

15 ~~1. COUNTY or CITY may terminate this Agreement, without cause, upon~~

16 ~~one-hundred and eighty (180) days written notice to the other party.~~

17 ~~2. If COUNTY and CITY have not entered into a written agreement by~~

18 ~~June 30, 2018 for COUNTY to provide to CITY, during all or part of the period~~

19 ~~between July 1, 2018 and June 30, 2019 law enforcement services similar to~~

20 ~~those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's~~

21 ~~Manager, on behalf of CITY, are authorized to execute a written amendment to~~

22 ~~this Agreement that provides as follows and does not materially alter other~~

23 ~~terms of the Agreement: SHERIFF shall continue to provide to CITY all or a~~

24 ~~designated part of the law enforcement services specified herein, for a~~

25 ~~specified time period between July 1, 2018 and August 31, 2018 and CITY shall~~

26 ~~pay COUNTY the full costs of providing such services. Such full costs may be~~

27 ~~greater than those listed herein for the period July 1, 2017 through June 30,~~

28 ~~2018. SHERIFF and CITY Manager shall file copies of any such amendments~~

1 ~~to this Agreement with the Clerk of COUNTY's Board of Supervisors and~~
2 ~~CITY's Clerk.~~

3 **~~C. REGULAR SERVICES BY COUNTY:~~**

4 ~~1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,~~
5 ~~hereinafter referred to as "SHERIFF", shall render to CITY law enforcement~~
6 ~~services as hereinafter provided. Such services shall include the enforcement~~
7 ~~of lawful State statutes and lawful municipal ordinances of CITY other than~~
8 ~~licensing ordinances.~~

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10 **~~C. REGULAR SERVICES BY COUNTY: (Continued)~~**

11 ~~2. The night, day and evening patrol and supervisory shifts will be established by~~
12 ~~SHERIFF. Personnel of each shift may work varying and different times and~~
13 ~~may be deployed to other shifts when, in the opinion of SHERIFF and CITY~~
14 ~~Manager, the need arises. Any long term shift deployment change will be~~
15 ~~reported to CITY's Council.~~

16 ~~3. The level of service, other than for licensing, to be provided by COUNTY for the~~
17 ~~period July 1, 2017 through June 30, 2018, is set forth in Attachment A and~~
18 ~~incorporated herein by this reference.~~

19 ~~4. For any service listed in Attachment A of this Agreement that is provided to~~
20 ~~CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the~~
21 ~~option to terminate such service in the event the other city or cities that~~
22 ~~contract(s) for the balance of the time of the employee providing the service no~~
23 ~~longer pay(s) for such service and CITY does not request the Agreement be~~
24 ~~amended to provide for payment of 100% of the cost of the employee providing~~
25 ~~such service. The Maximum Obligation of CITY set forth in Subsection G-2 will~~
26 ~~be adjusted accordingly.~~

27 ~~5. All services contracted for in this Agreement may not be operational on the~~
28 ~~precise date specified in this Agreement. In those instances, SHERIFF shall~~

1 ~~notify CITY Manager of the date or dates such service or services are to be~~
2 ~~implemented. COUNTY shall reduce the monthly charges to CITY, based on~~
3 ~~the actual date of implementation of the service or services. Charges shall be~~
4 ~~reduced on the next monthly billing tendered in accordance with Subsection G-~~
5 ~~3 of this Agreement.~~

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

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

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

26 ~~8. COUNTY or CITY, upon thirty (30) days notice and mutual written agreement,~~
27 ~~shall increase or decrease the service levels provided herein, and the obligation~~
28 ~~of CITY to pay for services shall be concomitantly adjusted.~~

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 that~~
5 ~~is owned, leased or operated by CITY. SHERIFF shall determine personnel~~
6 ~~and equipment needed for such enhanced services. To the extent the services~~
7 ~~provided at such events are at a level greater than that specified in Attachment~~
8 ~~A of this Agreement, CITY shall reimburse~~

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

10 ~~COUNTY for such additional services, at an amount computed by SHERIFF,~~
11 ~~based on the current year's COUNTY law enforcement cost study. The cost of~~
12 ~~these enhanced services shall be in addition to the Maximum Obligation of~~
13 ~~CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY~~
14 ~~immediately after each such event.~~

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

1 ~~only law enforcement duties and shall not include services authorized to be~~
2 ~~provided by a private patrol operator, as defined in Section 7582.1 of the~~
3 ~~Business and Professions Code. Law enforcement support functions, including,~~
4 ~~but not limited to, clerical functions and forensic science services, may be~~
5 ~~performed by non-peace officer personnel if the services do not involve patrol~~
6 ~~or keeping the peace and are incidental to the provision of law enforcement~~
7 ~~services. CITY shall reimburse COUNTY its full, actual costs of providing such~~
8 ~~supplemental~~

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

10 ~~services at an amount computed by SHERIFF, based on the current year's~~
11 ~~COUNTY law enforcement cost study. The cost of these supplemental services~~
12 ~~shall be in addition to the Maximum Obligation of CITY set forth in Subsection~~
13 ~~G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such~~
14 ~~event.~~

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

28

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

3 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize~~
4 ~~the services of the Sheriff at events, for which CITY issues permits, that are~~
5 ~~operated by private individuals or entities or public entities. SHERIFF shall~~
6 ~~determine personnel and equipment needed for said events. If said events are~~
7 ~~in addition to the level of services listed in Attachment A of this Agreement,~~
8 ~~CITY shall reimburse COUNTY for such additional services at an amount~~
9 ~~computed by SHERIFF, based upon the current year's COUNTY~~

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

11 ~~law enforcement cost study. The cost of these 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 said services are rendered.~~

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

24 ~~**E. PATROL VIDEO SYSTEMS:**~~

25 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY has~~
26 ~~provided, or will provide, patrol video systems (hereinafter called "PVS") that~~
27 ~~are or will be mounted in patrol vehicles designated by COUNTY for use within~~
28 ~~CITY service area.~~

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

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

8 ~~**E. PATROL VIDEO SYSTEMS:** (Continued)~~

9 ~~technologically obsolete.~~

10 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
11 ~~replacement/upgrade of PVS, are included in the costs set forth in Attachment~~
12 ~~C and the Maximum Obligation of CITY set forth in Subsection G-2 of this~~
13 ~~Agreement unless CITY has already paid such costs. CITY shall not be~~
14 ~~charged additional amounts for maintenance or replacement/upgrade of said~~
15 ~~PVS during the period July 1, 2017 through June 30, 2018.~~

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

26 ~~5. COUNTY will replace and/or upgrade PVS as needed. The costs of~~
27 ~~replacing/upgrading PVS shall be paid by COUNTY from the replacement/~~

28

1 ~~upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall~~
2 ~~not be charged any additional charge to replace or upgrade PVS.~~

3 ~~**F. LICENSING SERVICES BY CITY:**~~

4 ~~Upon receipt from COUNTY of investigations of applications for licenses referred~~
5 ~~to in Subsection C-7 of this Agreement, CITY Manager shall determine whether~~
6 ~~to grant or deny the licenses and will issue the licenses or notify the applicants~~
7 ~~of denial. CITY shall provide all attorney services related to the~~

8 ~~**F. LICENSING SERVICES BY CITY: (Continued)**~~

9 ~~granting, denial, revocation and administration of said licenses and the~~
10 ~~enforcement of CITY ordinances pertaining to said licenses.~~

11 ~~**G. PAYMENT:**~~

12 ~~1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY~~
13 ~~the full costs of performing the services mutually agreed upon in this~~
14 ~~Agreement. The costs of services include salaries, wages, benefits, mileage,~~
15 ~~services, supplies, equipment, and divisional, departmental and COUNTY~~
16 ~~General overhead.~~

17 ~~2. G.2 Unless the level of service set forth in Attachment A is increased or~~
18 ~~decreased pursuant to mutual agreement of the parties or decreased pursuant~~
19 ~~to Subsection K-2, or CITY is required to pay for increases as set forth in~~
20 ~~Subsection G-4, or the cost to COUNTY for providing the services described~~
21 ~~herein decreases, the costs of services described in —Attachment A of this~~
22 ~~Agreement, other than Licensing Services, to be provided by the COUNTY for~~
23 ~~the period July 1, 2017 through June 30, 2018 and the Maximum Obligation of~~
24 ~~CITY, shall be \$13,~~523314,563207~~ as set forth in Attachment C.~~

25 The overtime costs included in the Agreement are only an estimate.
26 SHERIFF shall notify CITY of actual overtime worked during each fiscal
27 year. If actual overtime worked is above or below budgeted amounts,
28

1 billings will be adjusted accordingly at the end of the fiscal year. Actual
2 overtime costs may exceed CITY's Maximum Obligation.

- 3 3. COUNTY shall invoice CITY monthly. During the period July 1, 2017
4 through June 30, 2018, said invoices will require payment by CITY of one-
5 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
6 of this Agreement, as said Maximum Obligation may have been decreased
7 pursuant to Subsection K-2 or increased or decreased pursuant to mutual

8 ~~G. PAYMENT: (Continued)~~

9 agreement of the parties. In addition, if a determination is made that
10 increases described in Subsection G-4 must be paid, COUNTY thereafter
11 shall include the pro-rata charges for such increases in its monthly invoices
12 to CITY for the balance of the period between July 1, 2017 and June 30,
13 2018."

14 ~~4a. At the time this Agreement is executed, there are unresolved issues~~
15 ~~pertaining to potential changes in salaries and benefits for COUNTY~~
16 ~~employees. The costs of such potential changes are not included in the~~
17 ~~Fiscal Year 2017-18 cost set forth in Attachment C nor in the Fiscal Year~~
18 ~~2017-18 Maximum Obligation of CITY set forth in Subsection G-2 of this~~
19 ~~Agreement. If the changes result in the COUNTY incurring or becoming~~
20 ~~obligated to pay for increased costs for or on account of personnel whose~~
21 ~~costs are included in the calculations of costs charged to CITY hereunder,~~
22 ~~CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in~~
23 ~~Subsection G-2 of this Agreement, the full costs of said increases to the~~
24 ~~extent such increases are attributable to work performed by such personnel~~
25 ~~after July 1, 2017, and CITY's Maximum Obligation hereunder shall be~~
26 ~~deemed to have increased accordingly. CITY shall pay COUNTY in full for~~
27 ~~such increases on a pro-rata basis over the portion of the period between~~
28 ~~July 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY that~~

1 ~~increases are payable. If the changes result in the COUNTY incurring or~~
2 ~~becoming obligated to pay for decreased costs for or on account of~~
3 ~~personnel whose costs are included in the calculations of costs charged to~~
4 ~~CITY hereunder, COUNTY shall reduce the amount owed by the CITY to~~
5 ~~the extent such decreases are attributable to work performed by such~~
6 ~~personnel during the period July 1, 2017 through June 30, 2018, and CITY's~~
7 ~~Maximum Obligation hereunder shall be deemed to have decreased~~

8 **~~G. PAYMENT: (Continued)~~**

9 ~~accordingly. COUNTY shall reduce required payment by CITY in full for such~~
10 ~~decreases on a pro-rata basis over the portion of the period between July 1,~~
11 ~~2017 and June 30, 2018 remaining after COUNTY notifies CITY that the~~
12 ~~Maximum Obligation has decreased.~~

13 ~~4b. If CITY is required to pay for increases as set forth in Subsection G-4a~~
14 ~~above, COUNTY, at the request of CITY will thereafter reduce the level of~~
15 ~~service to be provided to CITY as set forth in Attachment A of this~~
16 ~~Agreement to a level that will make the Maximum Obligation of CITY~~
17 ~~hereunder for the period July 1, 2017 through June 30, 2018 an amount~~
18 ~~specified by CITY that is equivalent to or higher or lower than the Maximum~~
19 ~~Obligation set forth in Subsection G-2 for said period at the time this~~
20 ~~Agreement originally was executed. The purpose of such adjustment of~~
21 ~~service levels will be to give CITY the option of keeping its Maximum~~
22 ~~Obligation hereunder at the pre-increase level or at any other higher or~~
23 ~~lower level specified by CITY. In the event of such reduction in level of~~
24 ~~service and adjustment of costs, the parties shall execute an amendment to~~
25 ~~this Agreement so providing. Decisions about how to reduce the level of~~
26 ~~service provided to CITY shall be made by SHERIFF with the approval of~~
27 ~~CITY.~~

28 ~~5. CITY shall pay COUNTY in accordance with COUNTY Board of~~

1 ~~Supervisors' approved County Billing Policy, which is attached hereto as~~
2 ~~Attachment D and incorporated herein by this reference.~~

3 ~~6. COUNTY shall charge CITY late payment penalties in accordance with~~
4 ~~County Billing Policy.~~

5 ~~7. As payment for the Licensing Services described in Subsection C-7 of this~~
6 ~~Agreement, COUNTY shall retain all fees paid by applicants for licenses~~
7 ~~pursuant to CITY ordinances listed in Attachment B hereto. Retention of~~
8 ~~said fees by COUNTY shall constitute payment in full to COUNTY for costs~~

9 **~~G. PAYMENT:~~** (Continued)

10 ~~incurred by COUNTY in performing the functions related to licensing described~~
11 ~~in Subsection C-7; provided, however, that if any of said fees are waived or~~
12 ~~reduced by CITY, CITY shall pay to COUNTY the difference between the~~
13 ~~amount of fees retained by COUNTY and the fees that were set forth in the~~
14 ~~ordinances listed in Attachment B at the time this Agreement was executed.~~
15 ~~If CITY increases the fee schedule for the licensing ordinances set forth in~~
16 ~~Attachment B, either party shall have the right to seek amendment of this~~
17 ~~Agreement with respect to the division of the increased fees between CITY~~
18 ~~and COUNTY.~~

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

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

24 **~~H. NOTICES:~~**

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

1 ~~CITY: ATTN: CITY MANAGER~~

2 ~~30111 CROWN VALLEY PARKWAY~~

3 ~~LAGUNA NIGUEL, CA 92677~~

4 ~~COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER~~

5 ~~SHERIFF-CORONER DEPARTMENT~~

6 ~~320 NORTH FLOWER STREET, SUITE 108~~

7 ~~SANTA ANA, CA 92703~~

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9 ~~**H. NOTICES:** (Continued)~~

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

13 ~~**I. STATUS OF COUNTY:**~~

14 ~~COUNTY is, and at all times shall be deemed to be, an independent contractor.~~
15 ~~Nothing herein contained shall be construed as creating the relationship of~~
16 ~~employer and employee, or principal and agent, between CITY and~~
17 ~~COUNTY or any of COUNTY's agents or employees. COUNTY and its~~
18 ~~SHERIFF shall retain all authority for rendition of services, standards of~~
19 ~~performance, control of personnel, and other matters incident to the~~
20 ~~performance of services by COUNTY pursuant to this Agreement.~~
21 ~~COUNTY, its agents and employees shall not be entitled to any rights or~~
22 ~~privileges of CITY employees and shall not be considered in any manner to~~
23 ~~be CITY employees.~~

24 ~~**J. STATE AUDIT:**~~

25 ~~Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be~~
26 ~~subject to examination and audit by the State Auditor for a period of three~~
27 ~~(3) years after final payment by CITY to COUNTY under this Agreement.~~
28 ~~CITY and COUNTY shall retain all records relating to the performance of~~

1 ~~this Agreement for said three-year period, except that those records~~
2 ~~pertaining to any audit then in progress, or to any claims or litigation, shall~~
3 ~~be retained beyond said three-year period, until final resolution of said audit,~~
4 ~~claim or litigation.~~

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10 **~~K. ALTERATION OF TERMS:~~**

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

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

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

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

28 **~~L. INDEMNIFICATION:~~**

1 ~~1. COUNTY, its officers, agents, employees, subcontractors and independent~~
2 ~~contractors shall not be deemed to have assumed any liability for the~~
3 ~~negligence or any other act or omission of CITY or any of its officers,~~
4 ~~agents, employees, subcontractors or independent contractors, or for any~~
5 ~~dangerous or defective condition of any public street or work or property of~~
6 ~~CITY, or for any illegality or unconstitutionality of CITY's municipal~~
7 ~~ordinances. CITY shall indemnify and hold harmless COUNTY and its~~
8 ~~elected and appointed officials, officers, agents, employees, subcontractors~~
9 ~~and independent contractors from any claim, demand or liability whatsoever~~

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

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

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

3 ~~2. COUNTY shall indemnify and hold harmless CITY and its elected and~~
4 ~~appointed officials, officers, agents, employees, subcontractors and~~
5 ~~independent contractors from any claim, demand or liability whatsoever~~
6 ~~based or asserted upon any act or omission of COUNTY or its elected and~~
7 ~~appointed officials, officers, agents, employees, subcontractors or~~
8 ~~independent contractors related to this Agreement, for property damage,~~
9 ~~bodily injury or death or any other element of damage of any kind or nature,~~

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

11 ~~and COUNTY shall defend, at its expense, including attorney fees, and with~~
12 ~~counsel approved in writing by CITY, CITY and its elected and appointed~~
13 ~~officials, officers, agents, employees, subcontractors and independent~~
14 ~~contractors in any legal action or claim of any kind based or asserted upon~~
15 ~~such alleged acts or omissions.~~

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

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

1 amount and under the terms and conditions set forth in the resolution that is
2 attached hereto as Attachment F and incorporated into this Agreement by
3 reference [hereinafter called a "TVAP resolution"], and has directed that the
4 revenue from such fee be used for the Program. CITY's participation in the
5 Program may be terminated at any time by rescission or amendment of the
6 TVAP resolution that is attached hereto as Attachment F. In the event CITY
7 1) amends said TVAP resolution, or rescinds said TVAP resolution and
8 adopts a new TVAP resolution pertaining to the above-referenced fee and
9 the Program, and 2) remains a participant in the Program thereafter, CITY's

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

11 ~~Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have~~
12 ~~authority to execute an amendment of this Agreement to substitute CITY's~~
13 ~~amended or new TVAP resolution for Attachment F hereto, as long as said~~
14 ~~amendment to this Agreement does not materially change any other~~
15 ~~provision of this Agreement.~~

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

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

20 ~~• Ten one hundredths of one (0.10) Sergeant~~

21 ~~—(8 hours per two-week pay period)~~

22 ~~• One (1) Staff Specialist~~

23 ~~—(80 hours per two-week pay period)~~

24 ~~• One (1) Office Specialist~~

25 ~~—(80 hours per two-week pay period)~~

26 ~~3. 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~~
7 ~~requested purchase, and 2) CITY will use the equipment and/or supplies,~~
8 ~~during their entire useful life, only for purposes authorized by its TVAP~~
9 ~~resolution in effect at the time of purchase.~~

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

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

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

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

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

17 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
18 ~~replacement/upgrade of MDCs, are included in the costs set forth in~~
19 ~~Attachment C and the Maximum Obligation of CITY set forth in Subsection~~
20 ~~G-2 of this Agreement unless CITY has already paid such costs. CITY shall~~
21 ~~not be charged additional amounts for maintenance or replacement/upgrade~~
22 ~~of said MDCs during the period July 1, 2017 through June 30, 2018.~~

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

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

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10 **~~N. MOBILE DATA COMPUTERS: (Continued)~~**

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

15 **~~O. E-CITATION UNITS:~~**

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

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

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

26 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
27 ~~replacement/upgrade of E-Citation units, are included in the costs set forth~~
28 ~~in Attachment C and the Maximum Obligation of CITY set forth in~~

1 ~~Subsection G-2 of this Agreement unless CITY has already paid such costs.~~
2 ~~CITY shall not be charged additional amounts for maintenance or~~
3 ~~replacement/upgrade of said E-Citation units during the period July 1, 2017~~
4 ~~through June 30, 2018.~~

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

11 ~~4. If, following the initial acquisition of E-Citation units referenced above, CITY~~
12 ~~requires E-Citation units designated for use in CITY, COUNTY will purchase~~
13 ~~said additional E-Citation units. Upon demand by COUNTY, CITY will pay~~
14 ~~to COUNTY a) the full costs of acquisition of said additional E-Citation units,~~
15 ~~and b) the full recurring costs for said E-Citation units, as deemed~~
16 ~~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. Said costs~~
19 ~~related to additional E-Citation units are not included in, and are in addition~~
20 ~~to, the costs set forth in Attachment C and the Maximum Obligation of CITY~~
21 ~~set forth in Subsection G-2 of this Agreement.~~

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

27 ~~#~~

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1 All other provisions of the Agreement, to the extent that they are not in conflict with the
2 FIRST AMENDMENT to AGREEMENT, remain unchanged //

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16 **IN WITNESS WHEREOF**, the parties have executed the **FIRST**
17 **AMENDMENT TO** AGREEMENT in the County of Orange, State of California.

18 DATED: _____

CITY OF LAGUNA NIGUEL

19 ATTEST: _____

20 City Clerk

21 BY: _____

22 Mayor

23 APPROVED AS TO FORM:

24 BY: _____

25 City Attorney

26 _____
27 DATED: _____

28 COUNTY OF ORANGE

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

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

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

