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

THIS AGREEMENT is entered into this First day of May 20~~15~~¹⁴, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 20~~15~~¹⁴ and terminate June
3 30, 20~~16~~¹⁵.

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

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

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

- 22 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
23 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
24 services as hereinafter provided. Such services shall include the
25 enforcement of lawful State statutes and lawful municipal ordinances of
26 CITY other than licensing ordinances.
- 27 2. The night, day and evening patrol and supervisory shifts will be established
28 by SHERIFF. Personnel of each shift may work varying and different times

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

2 and may be deployed to other shifts when, in the opinion of SHERIFF and
 3 CITY Manager, the need arises. Any long-term shift deployment change will
 4 be reported to CITY's Council.

- 5 3. The level of service, other than for licensing, to be provided by COUNTY for
 6 the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵, shall be as follows:

7 **Patrol / Traffic Services:**

- 8 • ~~Six~~^{Four} (64) Deputy Sheriff IIs
 9 (each 80 hours per two week pay period)
- 10 • One (1) Sergeant
 11 (80 hours per two-week pay period)
- 12 • Thirty-four one Six hundredths of one (~~0.340.06~~) Sergeant
 13 (27.24.8 hours per two-week pay period)
- 14 • ~~Thirty-six hundredths (0.36) of one Deputy Sheriff II~~
 15 ~~(28.8 hours per two-week pay period)~~

16 Deployment to be determined by SHERIFF in cooperation with CITY
 17 Manager.

18 **Investigation Services:**

- 19 • One (1) Investigator
 20 (80 hours per two-week pay period)

21 **Regional / ~~Shared Staff Support Services:~~**

- 22 • ~~1.422.04~~ percent of ~~sixty~~^{fifty-five} one hundredths of one (0.~~6055~~)
 23 Sergeant – Traffic
- 24 • ~~1.422.04~~ percent of four (4) Deputy Sheriff IIs – Traffic
- 25 • ~~1.422.04~~ percent of two (2) Investigative Assistants – Traffic
- 26 • ~~1.422.04~~ percent of one (1) Office Specialist – Traffic
- 27 • ~~0.504.62~~ percent of thirty one hundredths of one (0.30) Sergeant – Auto
 28 Theft

- 1 • ~~0.504.62~~ percent of two (2) Investigators – Auto Theft
- 2 • ~~0.504.62~~ percent of one (1) Investigative Assistant – Auto Theft
- 3 • ~~0.504.62~~ percent of one (1) Office Specialist – Auto Theft
- 4 • 0.13 percent of one (1) Sergeant – Directed Enforcement Team (DET)
- 5 • 0.13 percent of one (1) Investigator – Directed Enforcement Team (DET)
- 6 • 1.52 percent of one (1) Office Specialist – Subpoena
- 7 • ~~1.090.88~~ percent of ~~two~~ three (2~~3~~) Investigative Assistants – Court
- 8 • Service Ins/Service Outs
- 9 • (Shared Service with Aliso Viejo and Laguna Hills)

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

- 11 4. For any service listed in Subsection C-3 in 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(s) 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-3 will 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 shall
- 21 notify CITY Manager of the date or dates such service or services are to be
- 22 implemented. COUNTY shall reduce the monthly charges to CITY, based
- 23 on the actual date of implementation of the service or services. Charges
- 24 shall be reduced on the next monthly billing tendered in accordance with
- 25 Subsection G-4 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
- 27 staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or
- 28 Sergeant to assist the CITY with the operations of the EOC. Such services

1 may be considered supplemental to the contract and chargeable to the CITY
2 on a time and material basis to the extent the services provided are at a
3 level greater than that specified in Subsection C-3 of this Agreement.

- 4 7. With respect to the licensing ordinances of CITY listed in Attachment A
5 hereto, which is incorporated herein by this reference, SHERIFF shall
6 receive applications for CITY licenses pursuant to said ordinances and
7 complete investigations relating to such applications. Such investigations
8 shall be forwarded to CITY Manager. COUNTY shall not provide any
9 advisory, administrative, hearing or litigation attorney support or services

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

11 related to licensing. COUNTY shall not provide any administrative or
12 investigatory services related to the licensing ordinances listed in Attachment
13 A hereto, except the investigations relating to initial applications for which
14 this subsection provides.

15 In the event, CITY amends Attachment A, CITY's Manager, on behalf of
16 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
17 amendment of this Agreement to substitute CITY's amended Attachment A
18 hereto, as long as said Amendment to this Agreement does not materially
19 change any other provision of this Agreement.

- 20 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
21 CITY Manager, on behalf of CITY, are authorized to execute written
22 amendments to this Agreement to increase or decrease the level of service
23 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
24 agree that such increase or decrease in the level of service is appropriate.
25 Any such amendment to the Agreement shall concomitantly increase or
26 decrease the cost of services payable by CITY set forth in Subsection G-2
27 and the Maximum Obligation of CITY set forth in Subsection G-3, in
28 accordance with the current year's COUNTY law enforcement cost study.

1 SHERIFF and CITY Manager shall file copies of any such amendments to
2 this Agreement with the Clerk of COUNTY's Board of Supervisors and
3 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
4 CITY Manager may not, in the aggregate, increase or decrease the cost of
5 services payable by CITY by more than one percent (1%) of the total cost
6 originally set forth in Subsection G-2 and the Maximum Obligation originally
7 set forth in Subsection G-3.

8 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
9 required before execution of any amendment that brings the aggregate total

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

11 of changes in costs payable by CITY to more than one percent (1%) of the
12 total cost originally set forth in Subsection G-2 and the Maximum Obligation
13 originally set forth in Subsection G-3 of this Agreement.

- 14 9. SHERIFF shall consider input from the CITY Manager regarding the
15 selection and assignment of a Lieutenant to provide services to CITY.

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

- 17 1. Enhanced services for events on CITY property. At the request of CITY,
18 through its City Manager, SHERIFF may provide enhanced law enforcement
19 services for functions, such as community events, conducted on property
20 that is owned, leased or operated by CITY. SHERIFF shall determine
21 personnel and equipment needed for such enhanced services. To the
22 extent the services provided at such events are at a level greater than that
23 specified in Subsection C-3 of this Agreement, CITY shall reimburse
24 COUNTY for such additional services, at an amount computed by SHERIFF,
25 based on the current year's COUNTY law enforcement cost study. The cost
26 of these enhanced services shall be in addition to the Maximum Obligation
27 of CITY set forth in Subsection G-3 of this Agreement. SHERIFF shall bill
28 CITY immediately after each such event.

1 2. Supplemental services for occasional events operated by private individuals
2 and entities on non-CITY property. At the request of CITY, through its City
3 Manager, and within the limitations set forth in this subsection D-2, SHERIFF
4 may provide supplemental law enforcement services to preserve the peace
5 at special events or occurrences that occur on an occasional basis and are
6 operated by private individuals or private entities on non-CITY property.
7 SHERIFF shall determine personnel and equipment needed for such
8 supplemental services, and will provide such supplemental services only if
9 SHERIFF is able to do so without reducing the normal and regular ongoing

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

11 services that SHERIFF otherwise would provide to CITY pursuant to this
12 Agreement. Such supplemental services shall be provided only by regularly
13 appointed full-time peace officers, at rates of pay governed by a
14 Memorandum of Understanding between COUNTY and the bargaining
15 unit(s) representing the peace officers providing the services. Such
16 supplemental services shall include only law enforcement duties and shall
17 not include services authorized to be provided by a private patrol operator,
18 as defined in Section 7582.1 of the Business and Professions Code. Law
19 enforcement support functions, including, but not limited to, clerical functions
20 and forensic science services, may be performed by non-peace officer
21 personnel if the services do not involve patrol or keeping the peace and are
22 incidental to the provision of law enforcement services. CITY shall reimburse
23 COUNTY its full, actual costs of providing such supplemental services at an
24 amount computed by SHERIFF, based on the current year's COUNTY law
25 enforcement cost study. The cost of these supplemental services shall be in
26 addition to the Maximum Obligation of CITY set forth in Subsection G-3 of
27 this Agreement. SHERIFF shall bill CITY immediately after each such event.

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1 3. Supplemental services for events operated by public entities on non-CITY
2 property. At the request of CITY, through its City Manager, and within the
3 limitations set forth in this subsection D-3, SHERIFF may provide
4 supplemental law enforcement services to preserve the peace at special
5 events or occurrences that occur on an occasional basis and are operated
6 by public entities on non-CITY property. SHERIFF shall determine personnel
7 and equipment needed for such supplemental services, and will provide
8 such supplemental services only if SHERIFF is able to do so without
9 reducing services that SHERIFF otherwise would provide to CITY pursuant
10 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of

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

12 providing such supplemental services at an amount computed by SHERIFF,
13 based on the current year's COUNTY law enforcement cost study. The cost
14 of these supplemental services shall be in addition to the Maximum
15 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
16 shall bill CITY immediately after each such event.

17 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
18 the services of SHERIFF at events, for which CITY issues permits, that are
19 operated by private individuals or entities or public entities. SHERIFF shall
20 determine personnel and equipment needed for said events. If said events
21 are in addition to the level of services listed in Subsection C-3 of this
22 Agreement, CITY shall reimburse COUNTY for such additional services at
23 an amount computed by SHERIFF, based upon the current year's COUNTY
24 law enforcement cost study. The cost of these services shall be in addition to
25 the Maximum Obligation of CITY set forth in Subsection G-3 of this
26 Agreement. SHERIFF shall bill CITY immediately after said services are
27 rendered.

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1 5. In accordance with Government Code Section 51350, COUNTY has
2 adopted Board Resolution 89-1160 which identifies Countywide services,
3 including but not limited to helicopter response. SHERIFF through this
4 contract provides enhanced helicopter response services. The cost of
5 enhanced helicopter response services is included in the cost of services set
6 forth in Subsection G-2 and in the Maximum Obligation of CITY set forth in
7 Subsection G-3. COUNTY shall not charge any additional amounts for
8 enhanced helicopter services after the cost of services set forth in
9 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3
10 has been established without written notification to the CITY.

11 //

12 **E. PATROL VIDEO SYSTEMS:**

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY
14 has provided, or will provide, patrol video systems (hereinafter called "PVS")
15 that are or will be mounted in patrol vehicles designated by COUNTY for use
16 within CITY service area.
- 17 2. SHERIFF has the exclusive right to use said PVS for law enforcement
18 services related to this Agreement.
- 19 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
20 installation of PVS that are or will be mounted in patrol vehicles assigned to
21 CITY, and b) recurring costs, as deemed necessary by COUNTY, including
22 the costs of maintenance and contributions to a fund for replacement and
23 upgrade of such PVS when they become functionally or technologically
24 obsolete.

25 The costs to be paid by CITY for recurring costs, including maintenance and
26 replacement/upgrade of PVS, are included in the costs set forth in
27 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
28 G-3 of this Agreement unless CITY has already paid such costs. CITY shall

1 not be charged additional amounts for maintenance or replacement/upgrade
2 of said PVS during the period July 1, 20~~15~~44 through June 30, 20~~16~~15.

- 3 4. If, following the initial acquisition of PVS referenced above, CITY requires
4 PVS for additional patrol cars designated for use in the CITY service area,
5 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
6 CITY will pay to COUNTY a) the full costs of acquisition and installation of
7 said additional PVS, and b) the full recurring costs for said PVS, as deemed
8 necessary by COUNTY, including the costs of maintenance, and
9 contributions to a fund for replacement and upgrade of such PVS when they
10 become functionally or technologically obsolete. Said costs related to
11 additional PVS are not included in, and are in addition to, the costs set forth

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

13 in Subsection G-2 and the Maximum Obligation of CITY set forth in
14 Subsection G-3 of this Agreement.

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

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

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

26 **G. PAYMENT:**

- 27 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
28 COUNTY the full costs of performing the services mutually agreed upon in

1 this Agreement. The costs of services include salaries, wages, benefits,
 2 mileage, services, supplies, equipment, and divisional, departmental and
 3 COUNTY General overhead.

4 2. Unless the level of service described in Subsection C-3 is increased or
 5 decreased by mutual agreement of the parties, or CITY is required to pay for
 6 increases as set forth in Subsection G-5, the Maximum Obligation of CITY
 7 for services, other than Licensing Services, described in Subsection C-3 of
 8 this Agreement, to be provided by COUNTY for the period July 1, 20~~15~~¹⁴
 9 through June 30, 20~~16~~¹⁵ shall be as follows:

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Patrol / Traffic Services:	
• Four Six (64) Deputy Sheriff IIs	
@ \$ 241,953234,690 /each	\$ 1,451,718938,761
• One (1) Six hundredths of one (10.06) Sergeant	
@ \$ 277,868263,000 /each	\$ 277,86815,780
• Thirty-six-four one hundredths of one (0. 346) Sergeant Deputy Sheriff II	
@ \$ 217,322277,868 /each	\$ 78,23694,475
Investigation Services:	
• One (1) Investigator	
@ \$ 278,304276,943 /each	\$ 278,304276,943
Regional / <u>Shared Staff Support Services:</u>	
• 1.422.04 % of sixtyfifty five one hundredths of one (0. 6055) Sergeant – Traffic	
@ \$ 281,289259,165 /each	\$ 2,3972,865
• 1.422.04 % of four (4) Deputy Sheriff IIs – Traffic	

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contract administration; data line charges; direct services and supplies; enhanced helicopter response services; facility lease; holiday pay; comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) acquisition and recurring costs; on-call pay; overtime; patrol training cost allocation; patrol video system (PVS) acquisition and recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs; acquisition cost of one (1) Utility Vehicle Class A; vehicle fuel, mileage interest for replacement vehicles and maintenance- and acquisition cost of shotgun.

Credits: Local assistance funding; ~~f~~False alarm fees; reimbursement for training and miscellaneous programs; retirement rate discount FY 201544-1645.

TOTAL COST OF SERVICES \$
2,451,8401,501,981

3. Unless the level of service provided in Subsection C-3 is increased by mutual agreement of the parties, or CITY is required to pay increases as set forth in Subsection G-5, the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement, to be provided by the COUNTY for the period July 1, 201544 through June 30, 201645, is \$2,451,8401,501,981.

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G. PAYMENT: (Continued)

4. COUNTY shall invoice CITY monthly. During the period of July 1, 201544 through June 30, 201645, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement, as said Maximum Obligation may have been increased or

1 decreased pursuant to mutual agreement of the parties. In addition, if a
2 determination is made that increases described in Subsection G-5 must be
3 paid, COUNTY thereafter shall include the pro-rata charges for such
4 increases in its monthly invoices to CITY for the balance of the period
5 between July 1, 20~~15~~¹⁴ and June 30, 20~~16~~¹⁵.

6 5.a. At the time this Agreement is executed, there are unresolved issues
7 pertaining to potential changes in salaries and benefits for COUNTY
8 employees. The costs of such potential changes are not included in the
9 Fiscal Year 20~~15~~¹⁴-~~16~~¹⁵ cost set forth in Subsection G-2 nor in the Fiscal
10 Year 20~~15~~¹⁴-~~16~~¹⁵ Maximum Obligation of CITY set forth in Subsection G-3
11 of this Agreement. If the changes result in the COUNTY incurring or
12 becoming obligated to pay for increased costs for or on account of personnel
13 whose costs are included in the calculations of costs charged to CITY
14 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation
15 set forth in Subsection G-3 of this Agreement, the full costs of said increases
16 to the extent such increases are attributable to work performed by such
17 personnel after July 1, 20~~15~~¹⁴, and CITY's Maximum Obligation hereunder
18 shall be deemed to have increased accordingly. CITY shall pay COUNTY in
19 full for such increases on a pro-rata basis over the portion of the period
20 between July 1, 20~~15~~¹⁴ and June 30, 20~~16~~¹⁵ remaining after COUNTY
21 notifies CITY that increases are payable. If the changes result in the
22 COUNTY incurring or becoming obligated to pay for decreased costs for or
23 on account of personnel whose costs are included in the calculations of
24 costs charged to

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

26 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
27 extent such decreases are attributable to work performed by such personnel
28 during the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵, and CITY's

1 Maximum Obligation hereunder shall be deemed to have decreased
2 accordingly. COUNTY shall reduce required payment by CITY in full for
3 such decreases on a pro-rata basis over the portion of the period between
4 July 1, 20~~15~~~~14~~ and June 30, 20~~16~~~~15~~ remaining after COUNTY notifies CITY
5 that the Maximum Obligation has decreased.

6 5.b. If CITY is required to pay for increases as set forth in Subsection G-5a
7 above, COUNTY, at the request of CITY, will thereafter reduce the level of
8 service to be provided to CITY, pursuant to Subsection C-3 of this
9 Agreement to a level that will make the Maximum Obligation of CITY
10 hereunder for the period July 1, 20~~15~~~~14~~ through June 30, 20~~16~~~~15~~ an amount
11 specified by CITY that is equivalent to or higher or lower than the Maximum
12 Obligation set forth in Subsection G-3 for said period at the time this
13 Agreement originally was executed. The purpose of such adjustment of
14 service levels will be to give CITY the option of keeping its Maximum
15 Obligation hereunder at the pre-increase level or at any other higher or lower
16 level specified by CITY. In the event of such reduction in level of service
17 and adjustment of costs, the parties shall execute an amendment to this
18 Agreement so providing. Decisions about how to reduce the level of service
19 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

23 7. COUNTY shall charge CITY late payment penalties in accordance with the
24 County Billing Policy.

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

26 8. As payment for the Licensing Services described in Subsection C-7 of this
27 Agreement, COUNTY shall retain all fees paid by applicants for licenses
28 pursuant to CITY ordinances listed in Attachment A hereto. Retention of

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

- 9. 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.
- 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto, which is incorporated herein by this reference.

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
 24264 EL TORO ROAD
 LAGUNA WOODS, CA 92653

//

H. NOTICES: (Continued)

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

SANTA ANA, CA 92703

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

I. STATUS OF COUNTY:

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

J. STATE AUDIT:

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

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K. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration

1 of, the terms of this Agreement shall be valid unless made in writing, formally
2 approved and executed by duly authorized agents of both parties.

3 **L. INDEMNIFICATION:**

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

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

26 contractors in any legal action or claim of any kind based or asserted upon
27 such condition of public street or work or property, or illegality or
28 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If

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

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

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

- 18 1. COUNTY has established a Traffic Violator Apprehension Program [“the
19 Program”], which is operated by SHERIFF, and is designed to reduce
20 vehicle accidents caused by unlicensed drivers and drivers whose licenses
21 are suspended and to educate the public about the requirements of the
22 Vehicle Code and related safety issues with regard to driver licensing,
23 vehicle registration, vehicle operation, and vehicle parking. The Program
24 operates throughout the unincorporated areas of the COUNTY and in the

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

26 cities that contract with COUNTY for SHERIFF’s law enforcement services,
27 without regard to jurisdictional boundaries, because an area-wide approach
28 to reduction of traffic accidents and driver education is most effective in

1 preventing traffic accidents. In order for CITY to participate in the Program,
2 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
3 amount and under the terms and conditions set forth in the resolution that is
4 attached hereto as Attachment D and incorporated into this Agreement by
5 reference [hereinafter called a "TVAP resolution"], and has directed that the
6 revenue from such fee be used for the Program. CITY's participation in the
7 Program may be terminated at any time by rescission or amendment of the
8 TVAP resolution that is attached hereto as Attachment D. In the event CITY
9 1) amends said TVAP resolution, or rescinds said TVAP resolution and
10 adopts a new TVAP resolution pertaining to the above-referenced fee and
11 the Program, and 2) remains a participant in the Program thereafter, CITY's
12 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
13 authority to execute an amendment of this Agreement to substitute CITY's
14 amended or new TVAP resolution for Attachment D hereto, as long as said
15 amendment to this Agreement does not materially change any other
16 provision of this Agreement.

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

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

- 21 • ~~Ten Fifteen~~ one hundredths of one (0.1~~05~~) Sergeant
22 (~~842~~ hours per two-week pay period)
- 23 • One (1) Staff Specialist
24 (80 hours per two-week pay period)

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

- 26 • One (1) Office Specialist
27 (80 hours per two-week pay period)

28

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

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

18 5. In the event the fees adopted by COUNTY, CITY and other participating
19 jurisdictions are not adequate to continue operation of the Program at the
20 level at which it operated previously, COUNTY, at the option of CITY, will
21 reduce the level of Program service to be provided to CITY or will continue to
22 provide the existing level of Program services. COUNTY will charge CITY
23 the cost of any Program operations that exceed the revenue generated by
24 fees. Such charges shall be in addition to the Maximum Obligation of CITY
25 set forth in Subsection G-3 of this Agreement. The amount of any revenue

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

27 shortfall charged to CITY will be determined, at the time the revenue shortfall
28 is experienced, according to CITY's share of Program services rendered. In

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

6 **N. MOBILE DATA COMPUTERS:**

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

19 The costs to be paid by CITY for recurring costs, including maintenance and
20 replacement/upgrade of MDCs, are included in the costs set forth in
21 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
22 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
23 not be charged additional amounts for maintenance or replacement/upgrade
24 of said MDCs during the period July 1, 2015~~14~~ through June 30, 2016~~15~~.

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

- 27 4. If, following the initial acquisition of MDCs referenced above, CITY requires
28 MDCs for additional patrol cars designated for use in the CITY, or for CITY's

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Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.

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

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

3 DATED: _____

4 CITY OF LAGUNA WOODS

5 ATTEST: _____

City Clerk

6 BY: _____

Mayor

7 APPROVED AS TO FORM:

8 BY: _____

9 City Attorney

10 -----
11 DATED: _____

12 COUNTY OF ORANGE

13 BY: _____

14 Chairman of the Board of Supervisors
15 County of Orange, California

16 SIGNED AND CERTIFIED THAT A COPY OF THIS Signed and certified that a copy of
17 this
18 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
19 document has been delivered to the Chair
20 of the Board per OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

21 Attest:

22 _____
23 Susan Novak Robin Stieler
24 Interim Clerk of the Board of Supervisors
25 County of Orange County, California

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

BY: _____
Deputy

DATED: _____