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**AGREEMENT
BETWEEN THE
CITY OF ALISO VIEJO
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~Fifteenth~~First day of May ~~2013~~2014, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

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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A. TERM:

The term of this Agreement shall commence July 1, ~~2013-2014~~ and terminate June 30, ~~2014-2015~~ unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, ~~2014-2015~~ for COUNTY to provide to CITY, during all or part of the period between July 1, ~~2014-2015~~ and June 30, ~~2015-2016~~, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, ~~2014-2015~~ and August 31, ~~2014-2015~~, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, ~~2013-2014~~ through June 30, ~~2014-2015~~. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

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

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

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

7 3. The level of service, other than for licensing, to be provided by the COUNTY
8 for the period July 1, ~~2013-2014~~ through June 30, ~~2014~~2015, shall be as
9 follows:

10 **Management:**

- 11 • One (1) Lieutenant

12 **Supervision:**

- 13 • Two and ninety-seven hundredths (2.97) Sergeants
14 (One sergeant equals 80 hours per two-week pay period)

15 **Investigation Services:**

- 16 • Two (2) Investigators
17 (each 80 hours per two-week pay period)
- 18 • One half of one (.50) Investigative Assistant
19 (40 hours per two-week pay period)

20 **Patrol Services:**

- 21 • ~~Seventeen~~Sixteen (~~17~~16) Deputy Sheriff IIs - Patrol
22 (each 80 hours per two-week pay period)

23 Deployment to be determined by SHERIFF in cooperation with CITY
24 Manager

25 **Traffic Services:**

- 26 • ~~One (1) Deputy Sheriff II - Motorcycle~~
27 ~~(July 1, 2013 through August 31, 2013)~~
28 ~~(80 hours per two-week pay period)~~

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

- 2 • Two (2) Deputy Sheriff IIs - Motorcycle

3 ~~(effective September 1, 2013 through June 30, 2014)~~

4 (each 80 hours per two-week pay period)

5 Deployment to be determined by SHERIFF in cooperation with CITY
6 Manager.

7 **Crime Prevention:**

- 8 • One (1) Crime Prevention Specialist
9 (80 hours per two-week pay period)

10 **Parking Control:**

- 11 • Two (2) Community Service Officers
12 (each 80 hours per two-week pay period)

13 **Community Support Unit:**

- 14 • Sixty-Five one hundredths of one (.65) Deputy Sheriff II –
15 School Resource Officer
16 (52 hours per two-week pay period)

17 **Additional Services:**

- 18 • One half of one (.5) Senior Emergency Management
19 Program Coordinator
20 (40 hours per two-week pay period)

21 **Regional Support Services:**

- 22 • ~~5.066.27~~ percent of fifty-five one hundredths of one (.55)
23 Sergeant – Traffic
- 24 • ~~6.275.06~~ percent of fourthree (43) Deputy Sheriff IIs – Traffic
- 25 • ~~5.066.27~~ percent of twoone (21) Investigative Assistants – Traffic
- 26 • ~~5.066.27~~ percent of one (1) Office Specialist – Traffic
- 27 • ~~3.462.33~~ percent of thirty one hundredths of fourth-of one (.3025)
28 Sergeant – Auto Theft

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

- 2 • ~~3.462.33~~ percent of two (2) Investigators – Auto Theft
- 3 • ~~3.462.33~~ percent of one (1) Investigative Assistant – Auto Theft
- 4 • ~~3.462.33~~ percent of one (1) Office Specialist – Auto Theft
- 5 • ~~5.924.76~~ percent of three (3) Investigative Assistants - Courts
- 6 • ~~6.406.45~~ percent of one half of one (.50) Motorcycle Sergeant

7 4. For any service listed in Subsection C-3 of this Agreement that is provided
8 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
9 the option to terminate such service in the event the other city or cities that
10 contract(s) for the balance of the time of the employee providing the service
11 no longer pay(s) for such service and CITY does not request the Agreement
12 be amended to provide for payment of 100% of the cost of the employee
13 providing such service. The Maximum Obligation of CITY set forth in
14 Subsection G-3 will be adjusted accordingly.

15 5. All services contracted for in this Agreement may not be operational on the
16 precise date specified in this Agreement. In those instances, SHERIFF shall
17 notify CITY Manager of the date or dates such service or services are to be
18 implemented. COUNTY shall reduce the monthly charges to CITY, based
19 on the actual date of implementation of the service or services. Charges
20 shall be reduced on the next monthly billing tendered in accordance with
21 Subsection G-4 of this Agreement.

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

27 7. With respect to the licensing ordinances of CITY listed in Attachment A
28 hereto, which is incorporated herein by this reference, SHERIFF shall

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

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

- 10 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
11 CITY Manager, on behalf of CITY, are authorized to execute written
12 amendments to this Agreement to increase or decrease the level of service
13 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
14 agree that such increase or decrease in the level of service is appropriate.
15 Any such amendment to the Agreement shall concomitantly increase or
16 decrease the cost of services payable by CITY set forth in Subsection G-2
17 and the Maximum Obligation of CITY set forth in Subsection G-3, in
18 accordance with the current year's COUNTY law enforcement cost study.
19 SHERIFF and CITY Manager shall file copies of any such amendments to
20 this Agreement with the Clerk of COUNTY's Board of Supervisors and
21 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
22 CITY Manager may not, in the aggregate, increase or decrease the cost of
23 services payable by CITY by more than one percent (1%) of the total cost
24 originally set forth in Subsection G-2 and the Maximum Obligation originally
25 set forth in Subsection G-3.

26 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
27 required before execution of any amendment that brings the aggregate total
28 of changes in costs payable by CITY to more than one percent (1%) of the

1 total cost originally set forth in Subsection G-2 and the Maximum Obligation
2 originally set forth in Subsection G-3 of this Agreement.

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

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

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

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

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

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

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

2 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
3 shall bill CITY immediately after each such event.

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

15 5. In accordance with Government Code 51350, COUNTY has adopted Board
16 Resolution 89-1160 which identifies Countywide services, including but not
17 limited to helicopter response. SHERIFF through this contract provides
18 enhanced helicopter response services. The cost of enhanced helicopter
19 response services is included in the cost of services set forth in Subsection
20 G-2 and in the Maximum Obligation of CITY set forth in Subsection G-3.
21 COUNTY shall not charge any additional amounts for enhanced helicopter
22 services after the cost of services set forth in Subsection G-2 and in the
23 Maximum Obligation set forth in Subsection G-3 has been established
24 without written notification to the CITY.

25 **E. PATROL VIDEO SYSTEMS:**

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

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

2 use within CITY service area.

- 3 2. SHERIFF has the exclusive right to use said PVS for law enforcement
4 services related to this Agreement.
- 5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
6 installation of Patrol Video Systems that are or will be mounted in patrol
7 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
8 COUNTY, including the costs of maintenance and contributions to a fund for
9 replacement and upgrade of such PVS when they become functionally or
10 technologically obsolete.

11 The costs to be paid by CITY for recurring costs, including maintenance and
12 replacement/upgrade of PVS, are included in the costs set forth in
13 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
14 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
15 not be charged additional amounts for maintenance or replacement/upgrade
16 of said PVS during the period July 1, ~~2013-2014~~ through June 30,
17 ~~2014~~2015.

- 18 4. If, following the initial acquisition of PVS referenced above, CITY requires
19 PVS for additional patrol cars designated for use in the CITY service area,
20 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
21 CITY will pay to COUNTY a) the full costs of acquisition and installation of
22 said additional PVS, and b) the full recurring costs for said PVS, as deemed
23 necessary by COUNTY, including the costs of maintenance, and
24 contributions to a fund for replacement and upgrade of such PVS when they
25 become functionally or technologically obsolete. Said costs related to
26 additional PVS are not included in, and are in addition to, the costs set forth
27 in Subsection G-2 and the Maximum Obligation of CITY set forth in
28 Subsection G-3 of this Agreement.

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5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS 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 PVS.

F. LICENSING SERVICES BY CITY:

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

G. PAYMENT:

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

2. Unless the level of service described in Subsection C-3 is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-5, the full cost of services described in Subsection C-3 of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, ~~2013-2014~~ through June 30, ~~2014~~2015, shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Management:	
• One (1) Lieutenant	
@ \$310,751 <u>295,664</u> /each	\$310,751 <u>295,664</u>

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

2 **SERVICE**

COST OF SERVICE

3 **Supervision:**

- 4 • One (1) Sergeant - Administrative
5 @ \$~~262,995,264,835~~/each \$~~262,995,264,835~~
- 6 • One and ninety-seven hundredths (1.97) Sergeant - Patrol
7 @ \$~~262,995,264,835~~/each \$~~518,100,521,727~~

8 **Investigation Services:**

- 9 • Two (2) Investigators
10 @ \$~~265,024,273,704~~/each \$~~530,048,547,408~~
- 11 • One half of one (.50) Investigative Assistant
12 @ \$~~158,772,149,552~~/each \$~~74,778,79,386~~

13 **Patrol Services:**

- 14 • ~~Seventeen~~ Sixteen (~~167~~) Deputy Sheriff IIs – Patrol
15 @ \$~~217,637,217,316~~/each \$~~3,699,829,3,477,056~~

16 **Traffic Services:**

- 17 • ~~One (1) Deputy Sheriff II – Motorcycle~~
18 ~~(July 1, 2013 through August 31, 2013)~~
- 19 • Two (2) Deputy Sheriff IIs - Motorcycle
20 ~~(effective September 1, 2013 through June 30, 2014)~~
21 @ \$~~222,784,222,796~~/each \$~~445,568,407,717~~

22 **Crime Prevention:**

- 23 • One (1) Crime Prevention Specialist
24 @ \$~~90,914,91,043~~/each \$~~91,391,91,043~~

25 **Parking Control:**

- 26 • Two (2) Community Service Officers
27 @ \$~~107,201,109,120~~/each \$~~214,036,218,240~~

28 //

G. PAYMENT: (Continued)

SERVICE

COST OF SERVICE

Community Support Unit:

- Sixty-Five one hundredths of one (.65) Deputy Sheriff II –
School Resource Officer

@ \$218,303/each \$ 141,897

Additional Services:

- One half of one (.50) Emergency Management Program Coordinator
@ \$126,392131,288/each \$61,88065,644

Regional Support Services:

- 6.275.06% of one half of one fifty-five one hundredths of one (.55)
Sergeant – Traffic
@ \$251,989259,165/each \$ 7,9007,213
- 6.275.06% of three-four (34) Deputy Sheriff IIs – Traffic
@ \$201,750207,545/each \$37,94842,007
- 6.275.06% of one-two (21) Investigative Assistants – Traffic
@ \$100,261104,252/each \$6,2810,5506
- 6.275.06% of one (1) Office Specialist – Traffic
@ \$81,24983,376/each \$ 5,094,2194
- 2.333.46% of thirty one hundredths of one fourth of one (.3025)
Sergeant – Auto Theft
@ \$251,989259,165/each \$ 4,4682,690
- 2.333.46% of two (2) Investigators – Auto Theft
@ \$224,762234,278/each \$10,47316,212
- 2.333.46% of one (1) Investigative Assistant – Auto Theft
@ \$101,790112,707/each \$ 3,9002,371
- 2.333.46% of one (1) Office Specialist – Auto Theft
@ \$80,92783,460/each \$ 2,8881,883

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

- 2 • 4.765.92% of three (3) Investigative Assistants - Courts
3 @ \$406,001,115,031/each \$20,430,151,136
4 • 6.106.45% of one half of one (.5) Motorcycle Sergeant
5 @ \$278,389,292,290/each \$ 8,4929,426

6 **Other Charges and Credits** \$419,582,808,460

7 **Charges:** Annual leave paydowns and apportionment of cost of
8 leave balances paid at end of employment; Premium pay for
9 bilingual staff; contract administration; data line; direct services
10 and supplies; enhanced helicopter response services; holiday
11 pay: comp and straight time; Integrated Law & Justice Agency
12 of Orange County; mobile data computer (MDC) recurring costs;
13 on-call pay; overtime; patrol video system (PVS) recurring costs;
14 retirement rate discount expenses (interest and cost of
15 issuance); training; transportation costs including vehicle fuel,
16 mileage interest for replacement vehicles and maintenance.

17 **Credits:** False alarm fees; overtime rate adjustment;
18 reimbursement for training and miscellaneous programs; credit
19 for shared Deputy Sheriff II midnight shift coverage to City of
20 Laguna Woods; credit for shared Deputy Sheriff II relief to City
21 of Laguna Woods; retirement rate discount FY 20143-154.

22 **TOTAL COST OF SERVICES** \$6,678,5357,086,083

- 23 3. Unless the level of service described in Subsection C-3 is increased, or
24 CITY is required to pay increases as set forth in Subsection G-5; the
25 Maximum Obligation of CITY for services, other than Licensing Services,
26 described in Subsection C-3 of this Agreement, to be provided by the
27 COUNTY for the period July 1, 20143 through June 30, 20154, is
28 \$6,678,5357,086,083.

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

2 4. COUNTY shall invoice CITY monthly. During the period July 1, ~~2013-2014~~
3 through June 30, ~~2014~~2015, said invoices will require payment by CITY of
4 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
5 Subsection G-3 of this Agreement, as said Maximum Obligation may have
6 been increased or decreased pursuant to mutual agreement of the parties.
7 In addition, if a determination is made that increases described in
8 Subsection G-5 must be paid, COUNTY thereafter shall include the pro-rata
9 charges for such increases in its monthly invoices to CITY for the balance of
10 the period between July 1, ~~2013-2014~~ and June 30, ~~2014~~2015.

11 5-a. At the time this Agreement is executed, there are unresolved issues
12 pertaining to potential changes in salaries and benefits for COUNTY
13 employees. The costs of such potential changes are not included in the
14 Fiscal Year ~~2013~~2014-14-15 costs set forth in Subsection G-2 nor in the
15 Fiscal Year ~~2013~~2014-14-15 Maximum Obligation of City set forth in
16 Subsection G-3 of this Agreement. If the changes result in the COUNTY
17 incurring or becoming obligated to pay for increased costs for or on account
18 of personnel whose costs are included in the calculations of costs charged
19 to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
20 Obligation set forth in Subsection G-3 of this Agreement, the full costs of
21 said increases to the extent such increases are attributable to work
22 performed by such personnel after July 1, ~~2013~~2014, and CITY's Maximum
23 Obligation hereunder shall be deemed to have increased accordingly. CITY
24 shall pay COUNTY in full for such increases on a pro-rata basis over the
25 portion of the period between July 1, 20~~14~~13 and June 30, 20~~15~~14
26 remaining after COUNTY notifies CITY that increases are payable. If the
27 changes result in the COUNTY incurring or becoming obligated to pay for
28 decreased costs for or on account of personnel whose costs are included in

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

2 the calculations of costs charged to CITY hereunder, COUNTY shall reduce
3 the amount owed by the CITY to the extent such decreases are attributable
4 to work performed by such personnel during the period July 1, 20~~1413~~
5 through June 30, 20~~1544~~, and CITY's Maximum Obligation hereunder shall
6 be deemed to have decreased accordingly. COUNTY shall reduce required
7 payment by CITY in full for such decreases on a pro-rata basis over the
8 portion of the period between July 1, 20~~1413~~ and June 30, 20~~1544~~
9 remaining after COUNTY notifies CITY that the Maximum Obligation has
10 decreased.

11 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a
12 above, COUNTY, at the request of CITY, will thereafter reduce the level of
13 service to be provided to CITY pursuant to Subsection C-3 of this
14 Agreement to a level that will make the Maximum Obligation of CITY
15 hereunder for the period July 1, 20~~1413~~ through June 30, 20~~1544~~ an
16 amount specified by CITY that is equivalent to or higher or lower than the
17 Maximum Obligation set forth in Subsection G-3 for said period at the time
18 this Agreement originally was executed. The purpose of such adjustment of
19 service levels will be to give CITY the option of keeping its Maximum
20 Obligation hereunder at the pre-increase level or at any other higher or
21 lower level specified by CITY. In the event of such reduction in level of
22 service and adjustment of costs, the parties shall execute an amendment to
23 this Agreement so providing. Decisions about how to reduce the level of
24 service provided to CITY shall be made by SHERIFF with the approval of
25 CITY.

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

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

- 2 7. COUNTY shall charge CITY late payment penalties in accordance with
3 County Billing Policy.
- 4 8. As payment for the Licensing Services described in Subsection C-7 of this
5 Agreement, COUNTY shall retain all fees paid by applicants for licenses
6 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
7 said fees by COUNTY shall constitute payment in full to COUNTY for costs
8 incurred by COUNTY in performing the functions related to licensing
9 described in Subsection C-7; provided, however, that if any of said fees are
10 waived or reduced by CITY, CITY shall pay to COUNTY the difference
11 between the amount of fees retained by COUNTY and the fees that were
12 set forth in the ordinances listed in Attachment A at the time this Agreement
13 was executed. If CITY increases the fee schedule for the licensing
14 ordinances set forth in Attachment A, either party shall have the right to
15 seek amendment of this Agreement with respect to the division of the
16 increased fees between CITY and COUNTY.
- 17 9. Fees generated or collected by SHERIFF contract personnel for copying of
18 documents related to the services provided in this Agreement will be at
19 COUNTY-established rates and will be credited to CITY on an annual basis.
- 20 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
21 which is incorporated herein by this reference.

22 **H. NOTICES:**

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

27 **CITY:** ATTN: CITY MANAGER
28 12 JOURNEY, SUITE #100

1 ALISO VIEJO, CA 92656 - 5335

2 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
3 SHERIFF-CORONER DEPARTMENT
4 320 NORTH FLOWER STREET, SUITE 108
5 SANTA ANA, CA 92703

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

9 **I. STATUS OF COUNTY:**

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

19 **J. STATE AUDIT:**

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

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1 **K. ALTERATION OF TERMS:**

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

7 **L. INDEMNIFICATION:**

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

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

2 employees, subcontractors and independent contractors in any legal action
3 or claim of any kind based upon or asserted upon such condition of public
4 street or work or property, or illegality or unconstitutionality of a municipal
5 ordinance, or alleged acts or omissions. If judgment is entered against
6 CITY and COUNTY by a court of competent jurisdiction because of the
7 concurrent active negligence of either party, CITY and COUNTY agree that
8 liability will be apportioned as determined by the court. Neither party shall
9 request a jury apportionment.

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

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

23 1. COUNTY has established a Traffic Violator Apprehension Program [“the
24 Program”], which is operated by SHERIFF, and is designed to reduce
25 vehicle accidents caused by unlicensed drivers and drivers whose licenses
26 are suspended and to educate the public about the requirements of the
27 Vehicle Code and related safety issues with regard to driver licensing,
28 vehicle registration, vehicle operation, and vehicle parking. The Program

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

2 operates throughout the unincorporated areas of the COUNTY and in the
3 cities that contract with COUNTY for SHERIFF's law enforcement services,
4 without regard to jurisdictional boundaries, because an area-wide approach
5 to reduction of traffic accidents and driver education is most effective in
6 preventing traffic accidents. In order for CITY to participate in the Program,
7 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
8 amount and under the terms and conditions set forth in the resolution that is
9 attached hereto as Attachment D and incorporated into this Agreement by
10 reference [hereinafter called a "TVAP resolution"], and has directed that the
11 revenue from such fee be used for the Program. CITY's participation in the
12 Program may be terminated at any time by rescission or amendment of its
13 TVAP resolution that is attached hereto as Attachment D. In the event CITY
14 1) amends said TVAP resolution, or rescinds said TVAP resolution and
15 adopts a new resolution TVAP pertaining to the above-referenced fee and
16 the Program, and 2) remains a participant in the Program thereafter, CITY's
17 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
18 authority to execute an amendment of this Agreement to substitute CITY's
19 amended or new TVAP resolution for Attachment D hereto, as long as said
20 amendment to this Agreement does not materially change any other
21 provision of this Agreement.

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

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

- 26 • ~~One fourth of one (.25)~~ Fifteen one hundredths of one (.15) Sergeant
27 (1220 hours per two-week pay period

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

- 2 • One (1) Staff Specialist
3 (80 hours per two-week pay period)

4 ~~• One (1) Information Processing Specialist~~
5 ~~(80 hours per two-week pay period)~~

6 ~~• One (1) Investigative Assistant~~
7 ~~(80 hours per two-week pay period)~~

- 8 • One (1) Office Specialist
9 (80 hours per two-week pay period)

- 10 4. Fee revenue generated by CITY may be used to reimburse CITY for
11 expenditures for equipment and/or supplies directly in support of the
12 Program. In order for an expenditure for equipment and/or supplies to be
13 eligible for reimbursement, CITY shall submit a request for and obtain pre-
14 approval of the expenditure by using the form as shown in Attachment E.
15 The request shall be submitted within the budget schedule established by
16 the SHERIFF. The SHERIFF shall approve the expenditure only if both of
17 the following conditions are satisfied: 1) there are sufficient Program funds,
18 attributable to revenue generated by CITY's fee, to pay for the requested
19 purchase, and 2) CITY will use the equipment and/or supplies, during their
20 entire useful life, only for purposes authorized by its TVAP resolution in
21 effect at the time of purchase. In the event that CITY terminates its
22 participation in the Program, CITY agrees that the equipment purchased by
23 CITY and reimbursed by Program funds will continue to be used, during the
24 remainder of its useful life, exclusively for the purposes authorized by CITY's
25 TVAP resolution in effect at the time of purchase.
- 26 5. In the event the fees adopted by COUNTY, CITY and other participating
27 jurisdictions are not adequate to continue operation of the Program at the
28 level at which it operated previously, COUNTY, at the option of CITY, will

1 reduce the level of Program service to be provided to CITY or will continue
2 to provide the existing level of Program services. COUNTY will charge CITY
3 the cost of any Program operations that exceed the revenue generated by
4 fees. Such charges shall be in addition to the Maximum Obligation of CITY
5 set forth in Subsection G-3 of this Agreement. The amount of any revenue
6 shortfall charged to CITY will be determined, at the time the revenue
7 shortfall is experienced, according to CITY's share of Program services
8 rendered. In the event of a reduction in level of Program service, termination
9 of Program service or adjustment of costs, the parties shall execute an
10 amendment to this Agreement so providing. Decisions about how to reduce
11 the level of Program service provided to CITY shall be made by SHERIFF
12 with the approval of CITY.

13 **N. MOBILE DATA COMPUTERS:**

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of MDCs, are included in the costs set forth in
28 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection

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N. MOBILE DATA COMPUTERS: (Continued)

G-3 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, ~~2013-2014~~ through June 30, ~~2014~~2015.

- 4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY's 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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IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: _____
CITY OF ALISO VIEJO

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair of the Board of Supervisors

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

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

BY: _____
Deputy

DATED: _____