

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA HILLS**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this ~~Fifteenth~~ First day of May
8 2014~~3~~, which date is enumerated for purposes of reference only, by and between the
9 CITY OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as
11 "COUNTY".

12 **WITNESSETH:**

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

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

18 **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, ~~2013-2014~~ and terminate
3 June 30, ~~2014-2015~~ unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
7 hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by June
9 30, ~~2014-2015~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, ~~2014-2015~~ and June 30, ~~2016-2015~~, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows
14 and does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1, ~~2014~~
17 ~~2015~~ and August 31, ~~2014-2015~~ and CITY shall pay COUNTY the full costs
18 of providing such services. Such full costs may be greater than those listed
19 herein for the period July 1, ~~2013-2014~~ through June 30, ~~2014-2015~~.
20 SHERIFF and CITY Manager shall file copies of any such amendments to
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and
22 CITY's Clerk.

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

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

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 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 (80 hours per two-week pay period)

13 **Supervision:**

- 14 • Two and ninety-seven hundredths (2.97) Sergeants
15 (Each full sergeant position is 80 hours per two-week pay period)

16 **Investigation Services:**

- 17 • Two (2) Investigators
18 (each 80 hours per two-week pay period)

19 **Patrol Services:**

- 20 • Fifteen (15) Deputy Sheriff IIs - Patrol
21 (each 80 hours per two-week pay period)
22 Deployment to be determined by SHERIFF in cooperation with CITY
23 Manager.

24 **School Resource Services**

- 25 • One (1) Deputy Sheriff II
26 (80 hours per two-week pay period)
27 Deployment to be determined by SHERIFF in cooperation with CITY
28 Manager.

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

2 **Traffic Services:**

- 3 • Three (3) Deputy Sheriff IIs - Motorcycle
4 (each 80 hours per two-week pay period)
5 Deployment to be determined by SHERIFF in cooperation with CITY
6 Manager.

7 **Parking Control:**

- 8 • Two (2) Community Services Officers
9 (each 80 hours per two-week pay period)

10 **Crime Prevention:**

- 11 • One (1) Crime Prevention Specialist
12 (80 hours per two-week pay period)

13 **Regional Support Services:**

- 14 • ~~8.627.15~~ percent of ~~fifty-five~~ one ~~hundredths of half of~~ one (.55)
15 Sergeant - Traffic
16 • ~~7.158.62~~ percent of ~~fourthree~~ (43) Deputy Sheriff IIs - Traffic
17 • ~~7.158.62~~ percent of ~~two one~~ (21) Investigative Assistants - Traffic
18 • ~~7.158.62~~ percent of one (1) Office Specialist - Traffic
19 • ~~6.484.92~~ percent of ~~thirty one hundredths of~~ one ~~fourth of one~~ (.2530)
20 Sergeant – Auto Theft
21 • ~~6.484.92~~ percent of two (2) Investigators – Auto Theft
22 • ~~6.484.92~~ percent of one (1) Investigative Assistant – Auto Theft
23 • ~~6.484.92~~ percent of one (1) Office Specialist – Auto Theft
24 • ~~7.196.37~~ percent of three (3) Investigative Assistants – Court
25 • ~~9.6810.00~~ percent of one half of one (.50) Motorcycle Sergeant

- 26 4. For any service listed in Subsection C-3 of this Agreement that is provided
27 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
28 the option to terminate such service in the event the other city or cities that

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

2 contract for the balance of the time of the employee providing the service no
3 longer pay(s) for such service and CITY does not request the Agreement be
4 amended to pay 100% of the cost of the employee providing such service.
5 The Maximum Obligation of CITY set forth in Subsection G-3 will be
6 adjusted accordingly.

7 5. All services contracted for in this Agreement may not be operational on the
8 precise date specified in this Agreement. In those instances, SHERIFF
9 shall notify CITY Manager of the date or dates such service or services are
10 to be implemented. COUNTY shall reduce the monthly charges to CITY,
11 based on the actual date of implementation of the service or services.
12 Charges shall be reduced on the next monthly billing tendered in
13 accordance with Subsection G-4 of this Agreement.

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

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

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C. REGULAR SERVICES BY COUNTY: (Continued)

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Subsection C-3, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3, in accordance with the current year's COUNTY law enforcement cost study. 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. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Subsection G-2 and the Maximum Obligation originally set forth in Subsection G-3.

Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Subsection G-2 and the Maximum Obligation originally set forth in Subsection G-3 of this Agreement.

Notwithstanding the foregoing, SHERIFF and CITY Manager may increase the service level of Deputy Sheriff II – Patrol from fifteen (15) to seventeen (17) without further approval by the COUNTY's Board of Supervisors and CITY's Council.

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

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

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

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

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

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

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

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

23 **E. PATROL VIDEO SYSTEMS:**

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

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E. PATROL VIDEO SYSTEMS: (Continued)

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

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection 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 PVS during the period July 1, ~~2013-2014~~ through June 30, ~~2015~~2014.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS 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.

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

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

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

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

14 **G. PAYMENT:**

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

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

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

2 **SERVICE**

COST OF SERVICE

3 **Management:**

- 4 • One (1) Lieutenant

5 @ \$310,751,295,664/each

\$310,751,295,664

6 **Supervision:**

- 7 • One and ninety-seven hundredths (1.97) Sergeants - Patrol

8 @ \$262,995,266,422/each

\$524,851,518,100

- 9 • One (1) Sergeant - Administrative

10 @ 266,422,262,995/each

\$266,422,262,995

11 **Investigation Services:**

- 12 • Two (2) Investigators

13 @ \$276,562,273,704/each

\$553,124,547,408

14 **Patrol Services:**

- 15 • Fifteen (15) Deputy Sheriff IIs - Patrol

16 @ \$220,281,217,316/each

\$3,304,215,325,740

17 **School Resource Services**

- 18 • One (1) Deputy Sheriff II

19 @ \$220,281,217,316/each

\$220,281,217,316

20 **Traffic Services:**

- 21 • Three (3) Deputy Sheriff IIs - Motorcycle

22 @ \$222,784,225,440/each

\$676,320,668,352

23 **Parking Control:**

- 24 • Two (2) Community Services Officers

25 @ \$109,120,140,995/each

\$221,990,218,240

26 **Crime Prevention:**

- 27 • One (1) Crime Prevention Specialist

28 @ \$92,076,91,043/each

\$92,076,91,043

G. PAYMENT: (Continued)

SERVICE

COST OF SERVICE

Regional Support Services:

- ~~7.158.62%~~ of fifty-five one hundredths of one half of one (~~.55~~)
Sergeant - Traffic
@ ~~\$259,165,251,989~~/each \$40,864,10,192
 - ~~7.158.62%~~ of fourthree (~~43~~) Deputy Sheriff IIs - Traffic
@ ~~\$207,545,201,750~~/each \$52,173,59,358
 - ~~7.158.62%~~ of twoone (~~21~~) Investigative Assistants - Traffic
@ ~~\$104,252,100,261~~/each \$8,643,14,908
 - ~~7.158.62%~~ of one (1) Office Specialist - Traffic
@ ~~\$83,376,81,249~~/each \$ 7,004,5,961
 - ~~6.484.92%~~ of thirty one hundredths of fourth of one (~~.325~~)
Sergeant – Auto Theft
@ ~~\$259,165,251,989~~/each \$ 3,099,5,038
 - ~~6.484.92%~~ of two (2) Investigators – Auto Theft
@ ~~\$234,278,224,762~~/each \$22,117,30,362
 - ~~6.484.92%~~ of one (1) Investigative Assistant – Auto Theft
@ ~~\$112,707,101,790~~/each \$ 5,008,7,303
 - ~~6.484.92%~~ of one (1) Office Specialist – Auto Theft
@ ~~\$83,460,80,927~~/each \$ 3,982,5,408
 - ~~7.196.37%~~ of three (3) Investigative Assistants – Court
@ ~~\$115,031,106,001~~/each \$20,257,24,812
 - ~~9.6810.00%~~ of one-half of one (.5) Motorcycle Sergeant
@ ~~\$292,290,278,389~~/each \$13,919,14,147
- Other Charges and Credits:** \$509,404,856,910

Charges: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual

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

2 staff; contract administration; data line charges; direct services and
3 supplies; enhanced helicopter response services; holiday pay:
4 comp and straight time; Integrated Law & Justice Agency of
5 Orange County; mobile data computer (MDC) recurring costs; on-
6 call pay; overtime; patrol video systems (PVS) recurring costs;
7 retirement rate discount expenses (interest and cost of issuance);
8 training; transportation costs including vehicle fuel, mileage interest
9 for replacement vehicles and maintenance.

10 **Credits:** False alarm fees; overtime rate adjustment; reimbursement
11 for training and miscellaneous programs; credit for shared Deputy
12 Sheriff II midnight shift coverage to City of Laguna Woods; credit
13 for shared Deputy Sheriff II relief to City of Laguna Woods;
14 retirement rate discount FY 20~~1413~~-~~1154~~.

15 **TOTAL COST OF SERVICES** **\$6,811,407,128,357**

- 16 3. Unless the level of service described in Subsection C-3 is increased or
17 decreased, or CITY is required to pay for increases as set forth in
18 Subsection G-5; the Maximum Obligation of CITY for services, other than
19 Licensing Services, described in Subsection C-3 of this Agreement, to be
20 provided by the County for the period July 1, 20~~1413~~ through June 30,
21 20~~1514~~, is \$~~7,128,357,811,407~~.
- 22 4. COUNTY shall invoice CITY monthly. During the period July 1, 20~~1413~~
23 through June 30, 20~~1514~~, said invoices will require payment by CITY of
24 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
25 Subsection G-3 of this Agreement, as said Maximum Obligation may have
26 been increased or decreased pursuant to mutual agreement of the parties.
27 In addition, if a determination is made that increases described in
28 Subsection G-5 must be paid, COUNTY thereafter shall include the pro-rata

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

2 charges for such increases in its monthly invoices to CITY for the balance of
3 the period between July 1, 20~~1413~~ and June 30, 20~~1514~~.

4 5-a. At the time this Agreement is executed, there are unresolved issues
5 pertaining to potential changes in salaries and benefits for COUNTY
6 employees. The costs of such potential changes are not included in the
7 Fiscal Year 20~~1413-1514~~, cost set forth in Subsection G-2 nor in the Fiscal
8 Year 20~~1413-1514~~, Maximum Obligation of CITY set forth in Subsection G-3
9 of this Agreement. If the changes result in the COUNTY incurring or
10 becoming obligated to pay for increased costs for or on account of
11 personnel whose costs are included in the calculations of costs charged to
12 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
13 Obligation set forth in Subsection G-3 of this Agreement, the full costs of
14 said increases to the extent such increases are attributable to work
15 performed by such personnel after July 1, 20~~1413~~, and CITY's Maximum
16 Obligation hereunder shall be deemed to have increased accordingly. CITY
17 shall pay COUNTY in full for such increases on a pro-rata basis over the
18 portion of the period between July 1, 20~~1413~~ and June 30, 20~~1514~~
19 remaining after COUNTY notifies CITY that increases are payable. If the
20 changes result in the COUNTY incurring or becoming obligated to pay for
21 decreased costs for or on account of personnel whose costs are included in
22 the calculations of costs charged to CITY hereunder, COUNTY shall reduce
23 the amount owed by the CITY to the extent such decreases are attributable
24 to work performed by such personnel during the period July 1, 20~~1413~~
25 through June 30, 20~~1514~~, and CITY's Maximum Obligation hereunder shall
26 be deemed to have decreased accordingly. COUNTY shall reduce required
27 payment by CITY in full for such decreases on a pro-rata basis over the
28 portion of the period between July 1, 20~~1413~~ and June 30, 20~~1514~~

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

2 remaining after COUNTY notifies CITY that the Maximum Obligation has
3 decreased.

4 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a
5 above, COUNTY, at the request of CITY, will thereafter reduce the level of
6 service to be provided to CITY pursuant to Subsection C-3 of this
7 Agreement to a level that will make the Maximum Obligation of CITY
8 hereunder for the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴ an
9 amount specified by CITY that is equivalent to or higher or lower than the
10 Maximum Obligation set forth in Subsection G-3 for said period at the time
11 this Agreement originally was executed. The purpose of such adjustment of
12 service levels will be to give CITY the option of keeping its Maximum
13 Obligation hereunder at the pre-increase level or at any other higher or
14 lower level specified by CITY. In the event of such reduction in level of
15 service and adjustment of costs, the parties shall execute an amendment to
16 this Agreement so providing. Decisions about how to reduce the level of
17 service provided to CITY shall be made by SHERIFF with the approval of
18 CITY.

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

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

24 8. As payment for the Licensing Services described in Subsection C-7 of this
25 Agreement, COUNTY shall retain all fees paid by applicants for licenses
26 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
27 said fees by COUNTY shall constitute payment in full to COUNTY for costs
28 incurred by COUNTY in performing the functions related to licensing

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G. PAYMENT: (Continued)

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
 24035 EL TORO ROAD
 LAGUNA HILLS, CA 92653

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

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

4 **I. STATUS OF COUNTY:**

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

14 **J. STATE AUDIT:**

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

23 **K. ALTERATION OF TERMS:**

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

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L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that

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

2 liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

- 4 2. COUNTY shall indemnify and hold harmless CITY and its elected and
5 appointed officials, officers, agents, employees, subcontractors and
6 independent contractors from any claim, demand or liability whatsoever
7 based or asserted upon any act or omission of COUNTY or its elected and
8 appointed officials, officers, agents, employees, subcontractors or
9 independent contractors related to this Agreement, for property damage,
10 bodily injury or death or any other element of damage of any kind or nature,
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 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

2 amount and under the terms and conditions set forth in the resolution that is
3 attached hereto as Attachment D and incorporated into this Agreement by
4 reference [hereinafter referred to as a "TVAP resolution"], and has directed
5 that the revenue from such fee be used for the Program. CITY's
6 participation in the Program may be terminated at any time by rescission or
7 amendment of the TVAP resolution that is attached hereto as Attachment D.
8 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
9 resolution and adopts a new TVAP resolution pertaining to the above-
10 referenced fee and the Program, and 2) remains a participant in the
11 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on
12 behalf of COUNTY, have authority to execute an amendment of this
13 Agreement to substitute CITY's amended or new TVAP resolution for
14 Attachment D hereto, as long as said amendment to this Agreement does
15 not materially change any other 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 • ~~One fourth of one~~ Fifteen one hundredths of one (.1525) Sergeant
21 (~~20-12~~ hours per two-week pay period)
- 22 • One (1) Staff Specialist
23 (80 hours per two-week pay period)
- 24 • ~~One (1) Information Processing Specialist~~
25 ~~—(80 hours per two-week pay period)~~
- 26 • ~~One (1) Investigative Assistant~~
27 ~~—(80 hours per two-week pay period)~~

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

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

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

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

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

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

2 shortfall charged to CITY will be determined, at the time the revenue
3 shortfall is experienced, according to CITY's share of Program services
4 rendered. In the event of a reduction in level of Program service,
5 termination of Program service or adjustment of costs, the parties shall
6 execute an amendment to this Agreement so providing. Decisions about
7 how to reduce the level of Program service provided to CITY shall be made
8 by SHERIFF with the approval of CITY.

9 **N. MOBILE DATA COMPUTERS:**

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

22 The costs to be paid by CITY for recurring costs, including maintenance and
23 replacement/upgrade of MDCs, are included in the costs set forth in
24 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
25 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
26 not be charged additional amounts for maintenance or replacement/upgrade
27 of said MDCs during the period July 1, 20~~14~~¹³ through June 30, 20~~14~~¹⁴.

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N. MOBILE DATA COMPUTERS (Continued)

- 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 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 LAGUNA HILLS

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: _____