

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

WITNESSETH:

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,

//
//
//
//
//
//
//
//
//

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. Term	3
B. Optional Termination or Extension	3
C. Regular Services by COUNTY	3
D. Enhanced and Supplemental Services by COUNTY	6
E. Patrol Video Systems	9
F. Licensing Services by CITY	10
G. Payment	11
H. Notices	17
I. Status of COUNTY	17
J. State Audit	18
K. Alteration of Terms	18
L. Indemnification	19
M. Traffic Violator Apprehension Program	20
N. Mobile Data Computers	23
Signature Page	25

//

//

//

//

//

//

//

//

//

//

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 20~~14~~¹³ and terminate
3 June 30, 20~~15~~¹⁴ unless earlier terminated by either party in the manner set
4 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, 20~~15~~¹⁴ and June 30, 20~~16~~¹⁵ law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows
14 and does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1,
17 20~~15~~¹⁴ and August 31, 20~~15~~¹⁴ 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, 20~~14~~¹³ through June 30, 20~~15~~¹⁴. SHERIFF
20 and CITY Manager shall file copies of any such amendments to this
21 Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's
22 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 COUNTY for
8 the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴, shall be as follows:

9 **Management:**

- 10 • One (1) Lieutenant

11 **Supervision:**

- 12 • Five (5) Sergeants (each 80 hours per two-week pay period)

13 **Investigation Services:**

- 14 • Two (2) Investigators (each 80 hours per two-week pay period)
15 • One (1) Investigative Assistant (80 hours per two-week pay period)

16 **Patrol/Traffic Services:**

- 17 • Twenty-two (22) Deputy Sheriff IIs - Patrol
18 (each 80 hours per two-week pay period)
19 • Three (3) Deputy Sheriff IIs - Motorcycle
20 (each 80 hours per two-week pay period)

21 Deployment to be determined by SHERIFF in cooperation with CITY
22 Manager.

23 **Community Support Unit:**

- 24 • One (1) Deputy Sheriff II
25 (80 hours per two-week pay period)
26 • Thirty-Five one hundredths of one (.35) Deputy Sheriff II –
27 School Resource Officer
28 (28 hours per two-week pay period)

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

- 2 • Two (2) Crime Prevention Specialists
3 (each 80 hours per two-week pay period)

4 **Parking Control:**

- 5 • Three (3) Community Services Officers
6 (each 80 hours per two-week pay period)

7 **Regional Support Services:**

- 8 • ~~8.547.54~~ percent of ~~fifty-five one hundredths of one~~~~one half of~~ one (~~.55~~)
9 Sergeant - Traffic
- 10 • ~~7.548.54~~ percent of ~~four~~~~three~~ (~~43~~) Deputy Sheriff IIs - Traffic
- 11 • ~~7.548.54~~ percent of ~~two~~~~one~~ (~~21~~) Investigative Assistants - Traffic
- 12 • ~~7.548.54~~ percent of one (1) Office Specialist - Traffic
- 13 • ~~5.945.18~~ percent of ~~thirty~~ one ~~hundredths of~~~~fourth of~~ one (~~.3025~~)
14 Sergeant – Auto Theft
- 15 • ~~5.945.18~~ percent of two (2) Investigators – Auto Theft
- 16 • ~~5.945.18~~ percent of one (1) Investigative Assistant – Auto Theft
- 17 • ~~5.945.18~~ percent of one (1) Office Specialist – Auto Theft
- 18 • ~~9.889.28~~ percent of three (3) Investigative Assistants – Court
- 19 • ~~9.6810.00~~ percent of one half of one (~~.50~~) Motorcycle Sergeant

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

28 //

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

- 2 5. All services contracted for in this Agreement may not be operational on the
3 precise date specified in this Agreement. In those instances, SHERIFF
4 shall notify CITY Manager of the date or dates such service or services are
5 to be implemented. COUNTY shall reduce the monthly charges to CITY,
6 based on the actual date of implementation of the service or services.
7 Charges shall be reduced on the next monthly billing tendered in
8 accordance with Subsection G-4 of this Agreement.
- 9 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
10 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
11 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
12 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to
13 CITY as soon as possible once the emergency situation is under control.
- 14 7. With respect to the licensing ordinances of CITY listed in Attachment A
15 hereto, which is incorporated herein by this reference, SHERIFF shall
16 receive applications for CITY licenses pursuant to said ordinances and
17 complete investigations relating to such applications. Said investigations
18 shall be forwarded to CITY Manager. COUNTY shall not provide any
19 advisory, administrative, hearing or litigation attorney support or services
20 related to licensing. COUNTY shall not provide any administrative or
21 investigatory services related to the licensing ordinances listed in
22 Attachment A hereto, except the investigations relating to initial applications
23 for which this subsection provides.
- 24 8. COUNTY or CITY, upon thirty (30) days notice and mutual written
25 agreement, shall increase or decrease the service levels provided herein,
26 and the obligation of CITY to pay for services shall be concomitantly
27 adjusted.

28 //

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
13 Agreement. 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 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 subsection 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.

28 //

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

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

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

10 The costs to be paid by CITY for recurring costs, including maintenance and
11 replacement/upgrade of PVS, are included in the costs set forth in
12 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
13 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
14 not be charged additional amounts for maintenance or replacement/upgrade
15 of said PVS during the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴.

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

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

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

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

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

10 **G. PAYMENT:**

- 11 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
12 COUNTY the full costs of performing the services mutually agreed upon in
13 this Agreement. The costs of services include salaries, wages, benefits,
14 mileage, services, supplies, equipment, and divisional, departmental and
15 COUNTY General overhead.
- 16 2. Unless the level of service described in Subsection C-3 is increased or
17 decreased pursuant to mutual agreement of the parties or decreased
18 pursuant to Subsection K-2, or CITY is required to pay for increases as set
19 forth in Subsection G-5; or the cost to COUNTY for providing the services
20 described herein decreases, the costs of services described in Section C of
21 this Agreement, other than Licensing Services, to be provided by the
22 COUNTY for the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴ shall be as
23 follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Management:	
• One (1) Lieutenant	
@ \$ 310,751 ^{295,661} /each	\$ 295,661 ^{310,751}

28 //

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

2 **SERVICE**

COST OF SERVICE

3 **Supervision:**

- 4 • Five (5) Sergeants

5 @ \$~~262,995~~267,720/each

\$~~1,314,975~~1,338,600

6 **Investigation Services:**

- 7 • Two (2) Investigators

8 @ \$~~273,704~~268,385/each

\$~~547,408~~536,770

- 9 • One (1) Investigative Assistant

10 @ \$~~158,765~~150,552/each

\$~~158,765~~150,552

11 **Patrol/Traffic Services:**

- 12 • Twenty-two (22) Deputy Sheriff IIs - Patrol

13 @ \$~~220,959~~217,316/each

\$~~4,861,098~~4,780,952

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

15 @ \$~~226,118~~222,784/each

\$~~678,354~~668,352

16 **Community Support Unit:**

- 17 • One (1) Deputy Sheriff II

18 @ \$~~220,959~~217,316/each

\$~~220,959~~217,316

- 19 • Thirty-Five one hundredths of one (.35) Deputy
20 Sheriff II – School Resource Officer

21 @ \$217,316/each

\$ 76,061

- 22 • Two (2) Crime Prevention Specialists

23 @ \$~~91,186~~91,043/each

\$~~182,372~~182,086

24 **Parking Control:**

- 25 • Three (3) Community Services Officers

26 @ \$~~109,370~~109,120/each

\$~~328,110~~327,360

27 **Regional Support Services:**

- 28 • 7.548-54% of fifty-five one hundredths half of one (.55) Sergeant - Traffic

- @ \$~~259,165~~~~251,989~~/each
\$~~10,760~~~~10,748~~
- ~~8.547.54~~% of ~~three-four~~ (~~43~~) Deputy Sheriff IIs - Traffic

@ \$~~201,750~~~~207,545~~/each
\$~~51,688~~~~62,596~~
- ~~7.548.54~~% of ~~twoone~~ (~~21~~) Investigative Assistant~~s~~ - Traffic

@ \$~~104,252~~~~100,261~~/each
\$~~8,562~~~~15,721~~
- ~~7.548.54~~% of one (1) Office Specialist - Traffic

@ \$~~83,376~~~~81,249~~/each
\$ ~~6,939~~~~6,287~~
- ~~5.945.18~~% of ~~thirty~~ one ~~hundredths~~ ~~fourth~~ of one (~~.30~~~~25~~) Sergeant – Auto Theft

@ \$~~259,165~~~~251,989~~/each
\$ ~~3,263~~~~4,618~~
- ~~5.945.18~~% of two (2) Investigators – Auto Theft

@ \$~~224,762~~~~234,278~~/each
\$~~23,285~~~~27,832~~
- ~~5.945.18~~% of one (1) Investigative Assistant – Auto Theft

@ \$~~112,707~~~~101,790~~/each
\$ ~~5,273~~~~6,695~~
- ~~5.945.18~~% of one (1) Office Specialist – Auto Theft

@ \$~~83,460~~~~80,927~~/each
\$ ~~4,192~~~~4,958~~
- ~~9.889.28~~% of three (3) Investigative Assistants – Court

@ \$~~115,031~~~~106,001~~/each
\$~~29,511~~~~34,095~~
- ~~9.6810.00~~% of one half of one (~~.50~~) Motorcycle Sergeant

@ \$~~292,290~~~~278,389~~/each
\$~~13,919~~~~14,147~~

Other Charges and Credits: \$ ~~711,520~~~~1,272,560~~

Charges: Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; three (3) new class A vehicles; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; 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 video systems (PVS)
acquisition and recurring costs; retirement rate discount
expenses (interest and cost of issuance); three (3) shotguns;
training; transportation costs including vehicle fuel, mileage
interest for replacement vehicles and maintenance.

Credits: Overtime rate adjustment; rReimbursement for training
and miscellaneous programs; retirement rate discount FY
20143-154.

TOTAL COST OF SERVICES: \$ 9,461,38810,260,550

3. Unless the level of service described in Subsection C-3 is increased or decreased pursuant to mutual agreement of the parties, or decreased pursuant to Subsection K-2, or CITY is required to pay increases as set forth in Subsection G-5; or the cost to COUNTY for providing the services described herein decreases, the Maximum Obligation of CITY for services, other than Licensing Services, described in Section C of this Agreement is \$10,260,5509,461,388 for the period July 1, 201413 through June 30, 201514.
4. COUNTY shall invoice CITY monthly. During the period July 1, 201413 through June 30, 201514, 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 decreased pursuant to Subsection K-2 or increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-5 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 201413 and June 30, 201514.

//

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

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

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

2 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a
3 above, COUNTY, at the request of CITY will thereafter reduce the level of
4 service to be provided to CITY pursuant to Subsection C-3 of this Agreement
5 to a level that will make the Maximum Obligation of CITY hereunder for the
6 period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴ an amount specified by
7 CITY that is equivalent to or higher or lower than the Maximum Obligation
8 set forth in Subsection G-3 for said period at the time this Agreement
9 originally was executed. The purpose of such adjustment of service levels
10 will be to give CITY the option of keeping its Maximum Obligation hereunder
11 at the pre-increase level or at any other higher or lower level specified by
12 CITY. In the event of such reduction in level of service and adjustment of
13 costs, the parties shall execute an amendment to this Agreement so
14 providing. Decisions about how to reduce the level of service provided to
15 CITY shall be made by SHERIFF with the approval of CITY.

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

19 7. COUNTY shall charge CITY late payment penalties in accordance with
20 County Billing Policy.

21 8. As payment for the Licensing Services described in Subsection C-7 of this
22 Agreement, COUNTY shall retain all fees paid by applicants for licenses
23 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
24 said fees by COUNTY shall constitute payment in full to COUNTY for costs
25 incurred by COUNTY in performing the functions related to licensing
26 described in Subsection C-7; provided, however, that if any of said fees are
27 waived or reduced by CITY, CITY shall pay to COUNTY the difference
28 between the amount of fees retained by COUNTY and the fees that were

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

2 set forth in the ordinances listed in Attachment A at the time this Agreement
3 was executed. If CITY increases the fee schedule for the licensing
4 ordinances set forth in Attachment A, either party shall have the right to
5 seek amendment of this Agreement with respect to the division of the
6 increased fees between CITY and COUNTY.

- 7 9. Fees generated or collected by SHERIFF contract personnel for copying of
8 documents related to the services provided in this Agreement will be at
9 COUNTY-established rates and will be credited to CITY on an annual basis.
10 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
11 which is incorporated herein by this reference.

12 **H. NOTICES:**

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

17 **CITY:** ATTN: CITY MANAGER
18 30111 CROWN VALLEY PARKWAY
19 LAGUNA NIGUEL, CA 92677

20 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
21 SHERIFF-CORONER DEPARTMENT
22 320 NORTH FLOWER STREET, SUITE 108
23 SANTA ANA, CA 92703

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

27 //

28 //

1 **I. STATUS OF COUNTY:**

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

11 **J. STATE AUDIT:**

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

20 **K. ALTERATION OF TERMS:**

- 21 1. This Agreement fully expresses all understanding of CITY and COUNTY
22 with respect to the subject matter of this Agreement and shall constitute the
23 total Agreement between the parties for these purposes. No addition to, or
24 alteration of, the terms of this Agreement shall be valid unless made in
25 writing, formally approved and executed by duly authorized agents of both
26 parties.
- 27 2. CITY may unilaterally eliminate or reduce the level of certain services to be
28 provided by the COUNTY pursuant to Subsection C-3 of this Agreement.

1 The services that CITY may unilaterally eliminate or reduce are the
2 following:

- 3 • Parking Control – three (3) Community Service Officers

4 In order to eliminate or reduce some or all of these services, CITY shall
5 provide COUNTY with written notice of the elimination or reduction ninety
6 (90) days in advance of the effective date of the elimination or reduction in
7 services. At the expiration of the 90-day notice period, COUNTY shall
8 cease providing the services indicated in the notice and CITY shall no
9 longer be obligated to pay for those services.

10 **L. INDEMNIFICATION:**

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

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

2 of damage of any kind or nature, and CITY shall defend, at its expense
3 including attorney fees, and with counsel approved in writing by COUNTY,
4 COUNTY and its elected and appointed officials, officers, agents,
5 employees, subcontractors and independent contractors in any legal action
6 or claim of any kind based or asserted upon such condition of public street
7 or work or property, or illegality or unconstitutionality of a municipal
8 ordinance, or alleged acts or omissions. If judgment is entered against CITY
9 and COUNTY by a court of competent jurisdiction because of the concurrent
10 active negligence of either party, CITY and COUNTY agree that liability will
11 be apportioned as determined by the court. Neither party shall request a jury
12 apportionment.

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

25 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM**

- 26 1. COUNTY has established a Traffic Violator Apprehension Program [“the
27 Program”], which is operated by SHERIFF, and is designed to reduce
28 vehicle accidents caused by unlicensed drivers and drivers whose licenses

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

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

- 25 2. COUNTY will make available for review, at the request of CITY, all financial
26 data related to the Program as may be requested by CITY.
- 27 3. Fee revenue generated by COUNTY and participating cities will be used to
28 fund the following positions, which will be assigned to the Program:

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

- 2 • ~~Fifteen one hundredths of one~~~~One fourth of one~~ (.1525) Sergeant
3 (~~20-12~~ hours per two-week pay period)

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

- 6 • ~~One (1) Information Processing Specialist~~
7 ~~(80 hours per two-week pay period)~~

- 8 • ~~One (1) Investigative Assistant~~
9 ~~(80 hours per two-week pay period)~~

- 10 • One (1) Office Specialist
11 (80 hours per two-week pay period)

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

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

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

2 5. In the event the fees adopted by COUNTY, CITY and other participating
3 jurisdictions are not adequate to continue operation of the Program at the
4 level at which it operated previously, COUNTY, at the option of CITY, will
5 reduce the level of Program service to be provided to CITY or will continue
6 to provide the existing level of Program services. COUNTY will charge CITY
7 the cost of any Program operations that exceed the revenue generated by
8 fees. Such charges shall be in addition to the Maximum Obligation of CITY
9 set forth in Subsection G-3 of this Agreement. The amount of any revenue
10 shortfall charged to CITY will be determined, at the time the revenue
11 shortfall is experienced, according to CITY's share of Program services
12 rendered. In the event of a reduction in level of Program service,
13 termination of Program service or adjustment of costs, the parties shall
14 execute an amendment to this Agreement so providing. Decisions about
15 how to reduce the level of Program service provided to CITY shall be made
16 by SHERIFF with the approval of CITY.

17 **N. MOBILE DATA COMPUTERS:**

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

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

2 they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of MDCs, are included in the costs set forth in
5 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
6 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
7 not be charged additional amounts for maintenance or replacement/upgrade
8 of said MDCs during the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴.

9 4. If, following the initial acquisition of MDCs referenced above, CITY requires
10 MDCs for additional patrol cars or motorcycles designated for use in the
11 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
12 said additional MDCs. Upon demand by COUNTY, CITY will pay to
13 COUNTY a) the full costs of acquisition and installation of said additional
14 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
15 by COUNTY, including the costs of maintenance, and contributions to a
16 fund for replacement and upgrade of such MDCs when they become
17 functionally or technologically obsolete. Said costs related to additional
18 MDCs are not included in, and are in addition to, the costs set forth in
19 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
20 G-3 of this Agreement.

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

25 //

26 //

27 //

28 //

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

DATED: _____

CITY OF LAGUNA NIGUEL

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: