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**AGREEMENT
BETWEEN THE
CITY OF RANCHO SANTA MARGARITA
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~Fifteenth-First~~ day of ~~May~~ 2014~~3~~ which date is enumerated for purposes of reference only, by and between the CITY OF RANCHO SANTA MARGARITA, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall commence July 1, 201413 and terminate June 30, 201544 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, 201544 for COUNTY to provide to CITY, during all or part of the period between July 1, 201544 and June 30, 201645, 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, 201444 and August 31, 201544, 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, 201413 through June 30, 201544. 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, 20~~14~~¹³ through June 30, 20~~15~~¹⁴ shall be as follows:

9 **Management:**

- 10 • One (1) Lieutenant

11 **Supervision:**

- 12 • Four (4) Sergeants
13 (each 80 hours per two-week pay period)

14 **Investigation Services:**

- 15 • One (1) Investigator (80 hours per two-week pay period)
16 • One (1) Investigative Assistant (80 hours per two-week pay period)
17 • One third of one (0.33) Investigative Assistant
18 (26.67 hours per two-week pay period)

19 **Patrol, Traffic, Community Support, and Special Enforcement Services:**

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

24 **Traffic Services:**

- 25 • Two (2) Community Services Officers
26 (each 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 **Additional Services:**

- 3 • One half of one (0.50) Senior Emergency Management
4 Program Coordinator
5 (40 hours per two-week pay period)

6 **Regional Support Services:**

- 7 • ~~5.716.34~~ percent of ~~fifty-five one hundredths one-half~~ of one (0.5~~50~~)
8 Sergeant – Traffic
- 9 • ~~5.716.34~~ percent of ~~fourthree~~ (~~43~~) Deputy Sheriff IIs – Traffic
- 10 • ~~5.716.34~~ percent of ~~twoone~~ (~~21~~) Investigative Assistants - Traffic
- 11 • ~~5.716.34~~ percent of one (1) Office Specialist – Traffic
- 12 • ~~2.924.29~~ percent of ~~thirty one hundredths fourth~~ of one (0.~~3025~~)
13 Sergeant – Auto Theft
- 14 • ~~2.924.29~~ percent of two (2) Investigators – Auto Theft
- 15 • ~~2.924.29~~ percent of one (1) Investigative Assistant – Auto Theft
- 16 • ~~2.924.29~~ percent of one (1) Office Specialist – Auto Theft
- 17 • ~~4.905.44~~ percent of three (3) Investigative Assistants – Court
- 18 • ~~6.456.67~~ percent of one half of one (0.50) Motorcycle Sergeant

- 19 4. For any service listed in Subsection C-3 of this Agreement that is provided to
20 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
21 the option to terminate such service in the event the other city or cities that
22 contract for the balance of the time of the employee providing the service no
23 longer pay(s) for such service and CITY does not request the Agreement be
24 amended to pay 100% of the cost of the employee providing such service.
25 The Maximum Obligation of CITY set forth in Subsection G-3 shall be
26 adjusted accordingly.
- 27 5. All services contracted for in this Agreement may not be operational on the
28 precise date specified in this Agreement. In those instances, SHERIFF shall

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

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

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

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

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

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

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

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

16 Notwithstanding the foregoing, SHERIFF and CITY Manager may increase
17 the service level of Deputy Sheriff II from twenty-two (22) up to twenty-four
18 (24) without further approval by the COUNTY's Board of Supervisors and
19 CITY's Council.

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

- 21 1. Enhanced services for events on CITY property. At the request of CITY,
22 through its City Manager, SHERIFF may provide enhanced law enforcement
23 services for functions, such as community events, conducted on property
24 that is owned, leased or operated by CITY. SHERIFF shall determine
25 personnel and equipment needed for such enhanced services. To the
26 extent the services provided at such events are at a level greater than that
27 specified in Subsection C-3 of this Agreement, CITY shall reimburse
28 COUNTY for such additional services, at an amount computed by SHERIFF,

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

2 based on the current year's COUNTY law enforcement cost study. The cost
3 of these enhanced services shall be in addition to the Maximum Obligation
4 of CITY set forth in Subsection G-3 of this Agreement SHERIFF shall bill
5 CITY immediately after each such event.

6 2. Supplemental services for occasional events operated by private individuals

7 and entities on non-CITY property. At the request of CITY, through its City
8 Manager, and within the limitations set forth in this subsection D-2, SHERIFF
9 may provide supplemental law enforcement services to preserve the peace
10 at special events or occurrences that occur on an occasional basis and are
11 operated by private individuals or private entities on non-CITY property.
12 SHERIFF shall determine personnel and equipment needed for such
13 supplemental services, and will provide such supplemental services only if
14 SHERIFF is able to do so without reducing the normal and regular ongoing
15 services that SHERIFF otherwise would provide to CITY pursuant to this
16 Agreement. Such supplemental services shall be provided only by regularly
17 appointed full-time peace officers, at rates of pay governed by a
18 Memorandum of Understanding between COUNTY and the bargaining
19 unit(s) representing the peace officers providing the services. Such
20 supplemental services shall include only law enforcement duties and shall
21 not include services authorized to be provided by a private patrol operator,
22 as defined in Section 7582.1 of the Business and Professions Code. Law
23 enforcement support functions, including, but not limited to, clerical functions
24 and forensic science services, may be performed by non-peace officer
25 personnel if the services do not involve patrol or keeping the peace and are
26 incidental to the provision of law enforcement services. CITY shall reimburse
27 COUNTY its full, actual costs of providing such supplemental services at an
28 amount computed by SHERIFF, based on the current year's COUNTY law

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

2 enforcement cost study. The cost of these supplemental services shall be in
3 addition to the Maximum Obligation of CITY set forth in Subsection G-3 of
4 this Agreement. SHERIFF shall bill CITY immediately after each such event.

5 3. Supplemental services for events operated by public entities on non-CITY
6 property. At the request of CITY, through its City Manager, and within the

7 limitations set forth in this subsection D-3, SHERIFF may provide
8 supplemental law enforcement services to preserve the peace at special
9 events or occurrences that occur on an occasional basis and are operated
10 by public entities on non-CITY property. SHERIFF shall determine personnel
11 and equipment needed for such supplemental services, and will provide
12 such supplemental services only if SHERIFF is able to do so without
13 reducing services that SHERIFF otherwise would provide to CITY pursuant
14 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
15 providing such supplemental services at an amount computed by SHERIFF,
16 based on the current year's COUNTY law enforcement cost study. The cost
17 of these supplemental services shall be in addition to the Maximum
18 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
19 shall bill CITY immediately after each such event.

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

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

2 Agreement. SHERIFF shall bill CITY immediately after said services are
3 rendered.

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

14 **E. PATROL VIDEO SYSTEMS:**

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

27 The costs to be paid by CITY for recurring costs, including maintenance and
28 replacement/upgrade of PVS, are included in the costs set forth in

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

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

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

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

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

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

28 //

1 **G. PAYMENT:**

- 2 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
3 COUNTY the full costs of performing the services mutually agreed upon in
4 this Agreement. The costs of services include salaries, wages, benefits,
5 mileage, services, supplies, equipment, and divisional, departmental and
6 COUNTY General overhead.
- 7 2. Unless the level of service described in Subsection C-3 is increased or
8 decreased pursuant to mutual agreement of the parties, or CITY is required
9 to pay for increases as set forth in Subsection G-5, the costs of services
10 described in Section C-3 of this Agreement, other than Licensing Services,
11 to be provided by COUNTY for the period July 1, 201413 through June 30,
12 201514 shall be as follows:

13 **SERVICE**

COST OF SERVICE

14 **Management:**

- 15 • One (1) Lieutenant

16 @ \$310,751~~295,661~~/each

\$~~295,661~~310,751

17 **Supervision:**

- 18 • One (1) Sergeant – Administrative

19 @ \$262,995~~257,300~~/each

\$~~257,300~~262,995

- 20 • Three (3) Sergeants – Patrol

21 @ \$257,300~~262,995~~/each

\$~~771,900~~788,985

22 **Investigation Services:**

- 23 • One (1) Investigator

24 @ \$274,508~~273,704~~/each

\$~~274,508~~273,704

- 25 • One (1) Investigative Assistant

26 @ \$149,681~~158,765~~/each

\$~~149,681~~158,765

- 27 • One third of one (.33) Investigative Assistant

28 @ \$149,681~~158,765~~/each

\$~~49,395~~52,392

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

2	<u>SERVICE</u>	<u>COST OF SERVICE</u>
3	Patrol, Traffic, Community Support, and Special Enforcement Services:	
4	• Twenty-two (22) Deputy Sheriff IIs	
5	@ \$ <u>215,602</u> <u>217,316</u> /unit	\$ <u>4,743,244</u> <u>4,780,952</u>
6	Traffic Services:	
7	• Two (2) Community Services Officers	
8	@ \$ <u>108,697</u> <u>109,120</u> /each	\$ <u>217,394</u> <u>218,240</u>
9	Additional Services:	
10	• One half of one (0.50) <u>Senior</u> Emergency Management	
11	Program Coordinator	
12	@ \$ <u>126,172</u> <u>131,288</u> /each	\$ <u>63,086</u> <u>65,644</u>
13	Regional Support Services:	
14	• <u>5.716.34</u> % of <u>fifty-five</u> one <u>hundredths</u> <u>half</u> of one (0.550)	
15	Sergeant – Traffic	
16	@ \$ <u>259,165</u> <u>251,989</u> /each	\$ <u>7,988</u> <u>8,139</u>
17	• <u>5.716.34</u> % of <u>four</u> <u>three</u> (<u>43</u>) Deputy Sheriff IIs – Traffic	
18	@ \$ <u>207,545</u> <u>201,750</u> /each	\$ <u>38,373</u> <u>47,403</u>
19	• <u>5.716.34</u> % of <u>two</u> <u>one</u> (<u>21</u>) Investigative Assistant <u>s</u> – Traffic	
20	@ \$ <u>104,252</u> <u>100,264</u> /each	\$ <u>6,357</u> <u>11,906</u>
21	• <u>5.716.34</u> % of one (1) Office Specialist – Traffic	
22	@ \$ <u>83,376</u> <u>81,249</u> /each	\$ <u>4,761</u> <u>5,451</u>
23	• <u>2.921.29</u> % of <u>thirty</u> one <u>hundredths</u> <u>fourth</u> of one (0.3025)	
24	Sergeant – Auto Theft	
25	@ \$ <u>259,165</u> <u>251,989</u> /each	\$ <u>813</u> <u>2,270</u>
26	• <u>2.921.29</u> % of two (2) Investigators – Auto Theft	
27	@ \$ <u>234,278</u> <u>224,762</u> /each	\$ <u>5,799</u> <u>13,682</u>

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<ul style="list-style-type: none"> • 2.924.29% of one (1) Investigative Assistant – Auto Theft 	
@ \$ 112,707,401,790 /each	\$ 4,3133,291
<ul style="list-style-type: none"> • 2.924.29% of one (1) Office Specialist – Auto Theft 	
@ \$ 83,460,80,927 /each	\$ 1,0442,437
<ul style="list-style-type: none"> • 4.905.44% of three (3) Investigative Assistants – Court 	
@ \$ 115,031,406,001 /each	\$ 17,20416,910
<ul style="list-style-type: none"> • 6.456.67% of one half of one (0.50) Motorcycle Sergeant 	
@ \$ 292,290,278,389 /each	\$ 9,2849,426
Other Charges and Credits:	\$556,061,803,423
<u>Charges:</u> Annual leave paydown and apportionment of cost of	
leave balances paid at end of employment; premium pay for	
bilingual staff; contract administration; <u>data line</u> ; 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) recurring costs;	
<u>motorcycle premium pay</u> ; on-call pay; <u>overtime</u> ; <u>patrol training</u> ;	
patrol video systems (PVS) recurring costs; retirement rate	
discount expenses (interest and cost of issuance); training;	
transportation costs including vehicle fuel mileage interest for	
replacement vehicles and maintenance.	
<u>Credits:</u> False alarm fees; <u>overtime rate adjustment</u> ;	
reimbursement for training and miscellaneous programs;	
retirement rate discount FY 20 14 13 - 15 14 .	
TOTAL COST OF SERVICES	\$7,471,5567,836,076

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27 3. Unless the level of service described in Subsection C-3 is increased
28 pursuant to mutual agreement of the parties, or CITY is required to pay

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

2 increases as set forth in Subsection G-5; the Maximum Obligation of CITY
3 for services, other than Licensing Services, described in Subsection C-3 of
4 this Agreement, for the period July 1, 20~~1413~~ through June 30, 20~~1514~~, is
5 \$7,836,0767,471,556.

6 4. COUNTY shall invoice CITY, monthly for the period July 1, 20~~1413~~ through
7 June 30, 20~~1514~~, said invoices will require payment of one-twelfth (1/12) of
8 the Maximum Obligation of CITY set forth in Subsection G-3 of this
9 Agreement, as said Maximum Obligation may have been increased or
10 decreased pursuant to mutual agreement of the parties. In addition, if a
11 determination is made that increases described in Subsection G-5 must be
12 paid, COUNTY thereafter shall include the pro-rata charges for such
13 increases in its monthly invoices to CITY for the balance of the period
14 between July 1, 20~~1413~~ and June 30, 20~~1514~~.

15 5-a. At the time this Agreement is executed, there are unresolved issues
16 pertaining to potential changes in salaries and benefits for COUNTY
17 employees. The costs of such potential changes are not included in the
18 Fiscal Year 20~~1413-1514~~, cost set forth in Subsection G-2 nor in the Fiscal
19 Year 20~~1413-1514~~, Maximum Obligation of CITY set forth in Subsection G-3
20 of this Agreement. If the changes result in the COUNTY incurring or
21 becoming obligated to pay for increased costs for or on account of personnel
22 whose costs are included in the calculations of costs charged to CITY
23 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation
24 set forth in Subsection G-3 of this Agreement, the full costs of said increases
25 to the extent such increases are attributable to work performed by such
26 personnel after July 1, 20~~1413~~, and CITY's Maximum Obligation hereunder
27 shall be deemed to have increased accordingly. CITY shall pay COUNTY in
28 full for such increases on a pro-rata basis over the portion of the period

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

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

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

28 //

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

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

25 **H. NOTICES:**

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

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addressed as follows:

CITY: ATTN: CITY MANAGER
22112 EL PASEO
RANCHO SANTA MARGARITA, CA 92688
COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

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

I. STATUS OF COUNTY:

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

J. STATE AUDIT:

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

1 in progress, or to any claims or litigation, shall be retained beyond said three-
2 year period, until final resolution of said audit, claim or litigation.

3 **K. ALTERATION OF TERMS:**

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

9 **L. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

- 27 • Fifteen one hundredths One fourth of one (0.1525) Sergeant
28 (1220 hours per two-week pay period)

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, the CITY shall submit a request for and obtain
14 pre-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 the
16 SHERIFF. The SHERIFF shall approve the expenditure only if both of the
17 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 effect
21 at the time of purchase.

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

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

16 **N. MOBILE DATA COMPUTERS:**

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

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

2 The costs to be paid by CITY for recurring costs, including maintenance and
3 replacement/upgrade of MDCs, are included in the costs set forth in
4 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
5 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
6 not be charged additional amounts for maintenance or replacement/upgrade
7 of said MDCs during the period July 1, 20~~1413~~ through June 30, 20~~1514~~.

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

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

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

3 DATED: _____

4 CITY OF RANCHO SANTA MARGARITA

5 ATTEST: _____

6 City Clerk

7 BY: _____

8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____

11 City Attorney

12 -----
13 DATED: _____

14 COUNTY OF ORANGE

15 BY: _____

16 Chair of the Board of Supervisors

17
18 Signed and certified that a copy of this
19 document has been delivered to the Chair
20 of the Board per G.C. Sec. 25103, Reso 79-1535

21 Attest:

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

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

BY: _____

Deputy

DATED: _____