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

THIS AGREEMENT is entered into this Seventeenth day of May ~~2018~~2019, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA HILLS, 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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- Attachment G: TVAP Form

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, ~~2018-2019~~ and terminate
3 June 30, ~~2019-2020~~ 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
7 one-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
9 June 30, ~~2019-2020~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, ~~2019-2020~~ and June 30, ~~2020-2021~~, 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, ~~2019~~
17 ~~2020~~ and August 31, ~~2019-2020~~ 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, ~~2018-2019~~ through June 30, ~~2019-2020~~.
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 //

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

- 3 2. The night, day and evening patrol and supervisory shifts will be established
4 by SHERIFF. Personnel of each shift may work varying and different times
5 and may be deployed to other shifts when, in the opinion of SHERIFF and
6 CITY Manager, the need arises. Any long-term shift deployment change will
7 be reported to CITY's Council.
- 8 3. The level of service, other than for licensing, to be provided by the COUNTY
9 for the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020, is set forth in
10 Attachment A and incorporated herein by this reference.
- 11 4. For any service listed in Attachment A of this Agreement that is provided to
12 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
13 the option to terminate such service in the event the other city or cities that
14 contract for the balance of the time of the employee providing the service no
15 longer pay(s) for such service and CITY does not request the Agreement be
16 amended to pay 100% of the cost of the employee providing such service.
17 The Maximum Obligation of CITY set forth in Subsection G-2 will be
18 adjusted accordingly.
- 19 5. All services contracted for in this Agreement may not be operational on the
20 precise date specified in this Agreement. In those instances, SHERIFF
21 shall notify CITY Manager of the date or dates such service or services are
22 to be implemented. COUNTY shall reduce the monthly charges to CITY,
23 based on the actual date of implementation of the service or services.
24 Charges shall be reduced on the next monthly billing tendered in
25 accordance with Subsection G-3 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
27 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
28

1 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
2 CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to

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

4 CITY as soon as possible once the emergency situation is under control.

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

15 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
16 CITY Manager, on behalf of CITY, are authorized to execute written
17 amendments to this Agreement to increase or decrease the level of service
18 set forth in Attachment A, when SHERIFF and CITY Manager mutually
19 agree that such increase or decrease in the level of service is appropriate.
20 Any such amendment to the Agreement shall concomitantly increase or
21 decrease the cost of services payable by CITY set forth in Attachment C
22 and incorporated herein by this reference and the Maximum Obligation of
23 CITY set forth in Subsection G-2, in accordance with the current year's
24 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
25 file copies of any such amendments to this Agreement with the Clerk of
26 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
27 Agreement executed by SHERIFF and CITY Manager may not, in the
28 aggregate, increase or decrease the cost of services payable by CITY by

1 more than one percent (1%) of the total cost originally set forth in
2 Attachment C and the Maximum Obligation originally set forth in

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

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

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

11 1. Enhanced services for events on CITY property. At the request of CITY,
12 through its City Manager, SHERIFF may provide enhanced law
13 enforcement services for functions, such as community events, conducted
14 on property that is owned, leased or operated by CITY. SHERIFF shall
15 determine personnel and equipment needed for such enhanced services.
16 To the extent the services provided at such events are at a level greater
17 than that specified in Attachment A of this Agreement, CITY shall reimburse
18 COUNTY for such additional services, at an amount computed by
19 SHERIFF, based on the current year's COUNTY law enforcement cost
20 study. The cost of these enhanced services shall be in addition to the
21 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
22 SHERIFF shall bill CITY immediately after each such event.

23 2. Supplemental services for occasional events operated by private individuals
24 and entities on non-CITY property. At the request of CITY, through its City
25 Manager, and within the limitations set forth in this Subsection D-2,
26 SHERIFF may provide supplemental law enforcement services to preserve
27 the peace at special events or occurrences that occur on an occasional
28 basis and are operated by private individuals or private entities on non-CITY

1 property. SHERIFF shall determine personnel and equipment needed for
2 such supplemental services, and will provide such supplemental services

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

4 only if SHERIFF is able to do so without reducing the normal and regular
5 ongoing services that SHERIFF otherwise would provide to CITY pursuant
6 to this Agreement. Such supplemental services shall be provided only by
7 regularly appointed full-time peace officers, at rates of pay governed by a
8 Memorandum of Understanding between COUNTY and the bargaining unit
9 representing the peace officers providing the services. Such supplemental
10 services shall include only law enforcement duties and shall not include
11 services authorized to be provided by a private patrol operator, as defined in
12 Section 7582.1 of the Business and Professions Code. Law enforcement
13 support functions, including, but not limited to, clerical functions and forensic
14 science services, may be performed by non-peace officer personnel if the
15 services do not involve patrol or keeping the peace and are incidental to the
16 provision of law enforcement services. CITY shall reimburse COUNTY its
17 full, actual costs of providing such supplemental services at an amount
18 computed by SHERIFF, based on the current year's COUNTY law
19 enforcement cost study. The cost of these supplemental services shall be in
20 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of
21 this Agreement. SHERIFF shall bill CITY immediately after each such
22 event.

- 23 3. Supplemental services for events operated by public entities on non-CITY
24 property. At the request of CITY, through its City Manager, and within the
25 limitations set forth in this Subsection D-3, SHERIFF may provide
26 supplemental law enforcement services to preserve the peace at special
27 events or occurrences that occur on an occasional basis and are operated
28 by public entities on non-CITY property. SHERIFF shall determine

1 personnel and equipment needed for such supplemental services, and will
2 provide such supplemental services only if SHERIFF is able to do so without

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

4 reducing services that SHERIFF otherwise would provide to CITY pursuant
5 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
6 providing such supplemental services at an amount computed by SHERIFF,
7 based on the current year's COUNTY law enforcement cost study. The cost
8 of these supplemental services shall be in addition to the Maximum
9 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
10 shall bill CITY immediately after each such event.

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

22 5. In accordance with Government Code Section 51350, COUNTY has
23 adopted Board Resolution 89-1160 which identifies Countywide services,
24 including but not limited to helicopter response. SHERIFF through this
25 contract provides enhanced helicopter response services. The cost of
26 enhanced helicopter response services is included in the cost of services
27 set forth in Attachment C and in the Maximum Obligation of CITY set forth in
28 Subsection G-2. COUNTY shall not charge any additional amounts for

1 enhanced helicopter services after the cost of services set forth in
2 Attachment C and in the Maximum Obligation set forth in Subsection G-2

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

4 has been established without written notification to the CITY.

5 **E. PATROL VIDEO SYSTEMS:**

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

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of PVS, are included in the costs set forth in
20 Attachment C and the Maximum Obligation of CITY set forth in Subsection
21 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
22 not be charged additional amounts for maintenance or replacement/upgrade
23 of said PVS during the period July 1, ~~2018-2019~~ through June 30,
24 ~~2019~~2020.

- 25 4. If, following the initial acquisition of PVS referenced above, CITY requires
26 PVS for additional patrol cars designated for use in the CITY service area,
27 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
28 CITY will pay to COUNTY a) the full costs of acquisition and installation of

1 said additional PVS, and b) the full recurring costs for said PVS, as deemed
2 necessary by COUNTY, including the costs of maintenance, and
3 contributions to a fund for replacement and upgrade of such PVS when they

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

5 become functionally or technologically obsolete. Said costs related to
6 additional PVS are not included in, and are in addition to, the costs set forth
7 in Attachment C and the Maximum Obligation of CITY set forth in
8 Subsection G-2 of this Agreement.

- 9 5. County will replace and/or upgrade PVS as needed. The costs of
10 replacing/upgrading PVS shall be paid by COUNTY from the
11 replacement/upgrade funds to be paid by CITY in accordance with the
12 foregoing. CITY shall not be charged any additional charge to replace or
13 upgrade PVS.

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

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

21 **G. PAYMENT:**

- 22 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
23 COUNTY the full costs of performing the services mutually agreed upon in
24 this Agreement. The costs of services include salaries, wages, benefits,
25 mileage, services, supplies, equipment, and divisional, departmental and
26 COUNTY General overhead.
- 27 2. Unless the level of service set forth in Attachment A is increased or
28 decreased by mutual agreement of the parties, or CITY is required to pay

1 for increases as set forth in Subsection G-4, the Maximum Obligation of
2 CITY for services, other than Licensing Services, set forth in Attachment A
3 of this Agreement, to be provided by the COUNTY for the period

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

5 July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~, shall be \$~~8,044,036~~XXX as
6 set forth in Attachment C.

7 The overtime costs included in the Agreement are only an estimate.
8 SHERIFF shall notify CITY of actual overtime worked during each fiscal
9 year. If actual overtime worked is above or below budgeted amounts,
10 billings will be adjusted accordingly at the end of the fiscal year. Actual
11 overtime costs may exceed CITY's Maximum Obligation.

12 3. COUNTY shall invoice CITY monthly. During the period July 1, ~~2018-2019~~
13 through June 30, ~~2019-2020~~, said invoices will require payment by CITY of
14 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
15 Subsection G-2 of this Agreement, as said Maximum Obligation may have
16 been increased or decreased pursuant to mutual agreement of the parties.
17 In addition, if a determination is made that increases described in
18 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata
19 charges for such increases in its monthly invoices to CITY for the balance of
20 the period between July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~.

21 4a. At the time this Agreement is executed, there are unresolved issues
22 pertaining to potential changes in salaries and benefits for COUNTY
23 employees. The costs of such potential changes are not included in the
24 Fiscal Year ~~2018-19~~2019-20 cost set forth in Attachment C nor in the Fiscal
25 Year ~~2018-19~~2019-20 Maximum Obligation of CITY set forth in Subsection
26 G-2 of this Agreement. If the changes result in the COUNTY incurring or
27 becoming obligated to pay for increased costs for or on account of
28 personnel whose costs are included in the calculations of costs charged to

1 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
2 Obligation set forth in Subsection G-2 of this Agreement, the full costs of
3 said increases to the extent such increases are attributable to work
4 performed by such personnel

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

6 after July 1, ~~2018~~2019, and CITY's Maximum Obligation hereunder shall be
7 deemed to have increased accordingly. CITY shall pay COUNTY in full for
8 such increases on a pro-rata basis over the portion of the period between
9 July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY
10 notifies CITY that increases are payable. If the changes result in the
11 COUNTY incurring or becoming obligated to pay for decreased costs for or
12 on account of personnel whose costs are included in the calculations of
13 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
14 by the CITY to the extent such decreases are attributable to work performed
15 by such personnel during the period July 1, ~~2018-2019~~ through June 30,
16 ~~2019-2020~~, and CITY's Maximum Obligation hereunder shall be deemed to
17 have decreased accordingly. COUNTY shall reduce required payment by
18 CITY in full for such decreases on a pro-rata basis over the portion of the
19 period between July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after
20 COUNTY notifies CITY that the Maximum Obligation has decreased.

21 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
22 above, COUNTY, at the request of CITY, will thereafter reduce the level of
23 service to be provided to CITY as set forth in Attachment A of this
24 Agreement to a level that will make the Maximum Obligation of CITY
25 hereunder for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ an
26 amount specified by CITY that is equivalent to or higher or lower than the
27 Maximum Obligation set forth in Subsection G-2 for said period at the time
28 this Agreement originally was executed. The purpose of such adjustment of

1 service levels will be to give CITY the option of keeping its Maximum
2 Obligation hereunder at the pre-increase level or at any other higher or
3 lower level specified by CITY. In the event of such reduction in level of
4 service and adjustment of costs, the parties shall execute an amendment to

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

6 this Agreement so providing. Decisions about how to reduce the level of
7 service provided to CITY shall be made by SHERIFF with the approval of
8 CITY.

- 9 5. CITY shall pay COUNTY in accordance with COUNTY Board of
10 Supervisors' approved County Billing Policy, which is attached hereto as
11 Attachment D and incorporated herein by this reference.
- 12 6. COUNTY shall charge CITY late payment penalties in accordance with
13 County Billing Policy.
- 14 7. As payment for the Licensing Services described in Subsection C-7 of this
15 Agreement, COUNTY shall retain all fees paid by applicants for licenses
16 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
17 said fees by COUNTY shall constitute payment in full to COUNTY for costs
18 incurred by COUNTY in performing the functions related to licensing
19 described in Subsection C-7; provided, however, that if any of said fees are
20 waived or reduced by CITY, CITY shall pay to COUNTY the difference
21 between the amount of fees retained by COUNTY and the fees that were
22 set forth in the ordinances listed in Attachment B at the time this Agreement
23 was executed. If CITY increases the fee schedule for the licensing
24 ordinances set forth in Attachment B, either party shall have the right to
25 seek amendment of this Agreement with respect to the division of the
26 increased fees between CITY and COUNTY.
- 27
28

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

6 //

7 **H. NOTICES:**

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

12 **CITY:** ATTN: CITY MANAGER
 13 24035 EL TORO ROAD
 14 LAGUNA HILLS, CA 92653

15 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
 16 SHERIFF-CORONER DEPARTMENT
 17 320 NORTH FLOWER STREET, SUITE 108
 18 SANTA ANA, CA 92703

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

22 **I. STATUS OF COUNTY:**

23 COUNTY is, and at all times shall be deemed to be, an independent contractor.

24 Nothing herein contained shall be construed as creating the relationship of

25 employer and employee, or principal and agent, between CITY and COUNTY

26 or any of COUNTY’s agents or employees. COUNTY and its SHERIFF shall

27 retain all authority for rendition of services, standards of performance, control of

28 personnel, and other matters incident to the performance of services by

1 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
2 shall not be entitled to any rights or privileges of CITY employees and shall not
3 be considered in any manner to be CITY employees.

4 **J. STATE AUDIT:**

5 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
6 subject to examination and audit by the State Auditor for a period of three (3)

7 **J. STATE AUDIT: (Continued)**

8 years after final payment by CITY to COUNTY under this Agreement. CITY
9 and COUNTY shall retain all records relating to the performance of this
10 Agreement for said three-year period, except that those records pertaining to
11 any audit then in progress, or to any claims or litigation, shall be retained
12 beyond said three-year period, until final resolution of said audit, claim or
13 litigation.

14 **K. ALTERATION OF TERMS:**

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

20 **L. INDEMNIFICATION:**

21 1. COUNTY, its officers, agents, employees, subcontractors and independent
22 contractors shall not be deemed to have assumed any liability for the
23 negligence or any other act or omission of CITY or any of its officers,
24 agents, employees, subcontractors or independent contractors, or for any
25 dangerous or defective condition of any public street or work or property of
26 CITY, or for any illegality or unconstitutionality of CITY's municipal
27 ordinances. CITY shall indemnify and hold harmless COUNTY and its
28 elected and appointed officials, officers, agents, employees, subcontractors

1 and independent contractors from any claim, demand or liability whatsoever
2 based or asserted upon the condition of any public street or work or
3 property of CITY, or upon the illegality or unconstitutionality of any municipal
4 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
5 of CITY, or its elected and appointed officials, officers, agents, employees,
6 subcontractors or independent contractors related to this Agreement,

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

8 including, but not limited to, any act or omission related to the maintenance
9 or condition of any vehicle or motorcycle that is owned or possessed by
10 CITY and used by COUNTY personnel in the performance of this
11 Agreement, for property damage, bodily injury or death or any other element
12 of damage of any kind or nature, and CITY shall defend, at its expense
13 including attorney fees, and with counsel approved in writing by COUNTY,
14 COUNTY and its elected and appointed officials, officers, agents,
15 employees, subcontractors and independent contractors in any legal action
16 or claim of any kind based or asserted upon such condition of public street
17 or work or property, or illegality or unconstitutionality of a municipal
18 ordinance, or alleged acts or omissions. If judgment is entered against
19 CITY and COUNTY by a court of competent jurisdiction because of the
20 concurrent active negligence of either party, CITY and COUNTY agree that
21 liability will be apportioned as determined by the court. Neither party shall
22 request a jury apportionment.

- 23 2. COUNTY shall indemnify and hold harmless CITY and its elected and
24 appointed officials, officers, agents, employees, subcontractors and
25 independent contractors from any claim, demand or liability whatsoever
26 based or asserted upon any act or omission of COUNTY or its elected and
27 appointed officials, officers, agents, employees, subcontractors or
28 independent contractors related to this Agreement, for property damage,

1 bodily injury or death or any other element of damage of any kind or nature,
2 and COUNTY shall defend, at its expense, including attorney fees, and with
3 counsel approved in writing by CITY, CITY and its elected and appointed
4 officials, officers, agents, employees, subcontractors and independent
5 contractors in any legal action or claim of any kind based or asserted upon
6 such alleged acts or omissions.

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

8 1. COUNTY has established a Traffic Violator Apprehension Program [“the
9 Program”], which is operated by SHERIFF, and is designed to reduce
10 vehicle accidents caused by unlicensed drivers and drivers whose licenses
11 are suspended and to educate the public about the requirements of the
12 Vehicle Code and related safety issues with regard to driver licensing,
13 vehicle registration, vehicle operation, and vehicle parking. The Program
14 operates throughout the unincorporated areas of the COUNTY and in the
15 cities that contract with COUNTY for SHERIFF’s law enforcement services,
16 without regard to jurisdictional boundaries, because an area-wide approach
17 to reduction of traffic accidents and driver education is most effective in
18 preventing traffic accidents. In order for CITY to participate in the Program,
19 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
20 amount and under the terms and conditions set forth in the resolution that is
21 attached hereto as Attachment F and incorporated into this Agreement by
22 reference [hereinafter referred to as a “TVAP resolution”], and has directed
23 that the revenue from such fee be used for the Program. CITY’s
24 participation in the Program may be terminated at any time by rescission or
25 amendment of the TVAP resolution that is attached hereto as Attachment F.
26 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
27 resolution and adopts a new TVAP resolution pertaining to the above-
28 referenced fee and the Program, and 2) remains a participant in the

1 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on
2 behalf of COUNTY, have authority to execute an amendment of this
3 Agreement to substitute CITY's amended or new TVAP resolution for
4 Attachment F hereto, as long as said amendment to this Agreement does
5 not materially change any other provision of this Agreement.

6 //

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

- 8 2. COUNTY will make available for review, at the request of CITY, all financial
9 data related to the Program as may be requested by CITY.
- 10 3. Fee revenue generated by COUNTY and participating cities will be used to
11 fund the following positions, which will be assigned to the Program:
- 12 • Ten one hundredths of one (0.10) Sergeant
13 (8 hours per two-week pay period)
 - 14 • One (1) Staff Specialist
15 (80 hours per two-week pay period)
 - 16 • One (1) Office Specialist
17 (80 hours per two-week pay period)
- 18 4. Fee revenue generated by CITY may be used to reimburse CITY for
19 expenditures for equipment and/or supplies directly in support of the
20 Program. In order for an expenditure for equipment and/or supplies to be
21 eligible for reimbursement, CITY shall submit a request for and obtain pre-
22 approval of the expenditure by using the form as shown in Attachment G.
23 The request shall be submitted within the budget schedule established by
24 SHERIFF. SHERIFF shall approve the expenditure only if both of the
25 following conditions are satisfied: 1) there are sufficient Program funds,
26 attributable to revenue generated by CITY's fee, to pay for the requested
27 purchase, and 2) CITY will use the equipment and/or supplies, during their
28

1 entire useful life, only for purposes authorized by its TVAP resolution in
2 effect at the time of purchase.

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

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

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

24 **N. MOBILE DATA COMPUTERS:**

25 1. As part of the law enforcement services to be provided to CITY, COUNTY
26 has provided, or will provide, mobile data computers (hereinafter called
27 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
28 designated by COUNTY for use within CITY limits.

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

3 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
4 installation of MDCs that are or will be mounted in patrol vehicles and
5 motorcycles assigned to CITY, and b) recurring costs, as deemed
6 necessary by COUNTY, including the costs of maintenance and
7 contributions to a fund for replacement and upgrade of such MDCs when

8 **N. MOBILE DATA COMPUTERS (Continued)**

9 they become functionally or technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and
11 replacement/upgrade of MDCs, are included in the costs set forth in
12 Attachment C and the Maximum Obligation of CITY set forth in Subsection
13 G-2 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 MDCs during the period July 1, ~~2018-2019~~ through June 30,
16 ~~2019~~2020.

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

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

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9 **O. E-CITATION UNITS:**

- 10 1. As part of the law enforcement services to be provided to CITY, COUNTY
 11 has provided, or will provide, E-Citation units designated by COUNTY for
 12 use within CITY limits.
 13 2. SHERIFF has the exclusive right to use said E-Citation units for law
 14 enforcement services related to this Agreement.
 15 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
 16 E-Citation units that are assigned to CITY, and b) recurring costs, as
 17 deemed necessary by COUNTY, including the costs of maintenance and
 18 contributions to a fund for replacement and upgrade of such E-Citation units
 19 when they become functionally or technologically obsolete.

20 The costs to be paid by CITY for recurring costs, including maintenance and
 21 replacement/upgrade of E-Citation units, are included in the costs set forth
 22 in Attachment C and the Maximum Obligation of CITY set forth in
 23 Subsection G-2 of this Agreement unless CITY has already paid such costs.
 24 CITY shall not be charged additional amounts for maintenance or
 25 replacement/upgrade of said E-Citation units during the period July 1, ~~2018~~
 26 2019 through June 30, ~~2019~~2020.

27 4. If, following the initial acquisition of E-Citation units referenced above, CITY
 28 requires E-Citation units designated for use in CITY, COUNTY will purchase

1 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
 2 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
 3 and b) the full recurring costs for said E-Citation units, as deemed
 4 necessary by COUNTY, including the costs of maintenance, and
 5 contributions to a fund for replacement and upgrade of such E-Citation units
 6 when they become functionally or technologically obsolete. Said costs
 7 related to additional E-Citation units are not included in, and are in addition
 8 to, the costs set forth in Attachment C and the Maximum Obligation of CITY

9 **O. E-CITATION UNITS: (Continued)**

10 set forth in Subsection G-2 of this Agreement.

11 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
 12 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
 13 replacement/ upgrade funds to be paid by CITY in accordance with the
 14 foregoing. CITY shall not be charged any additional charge to replace or
 15 upgrade E-Citation units.

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

11 DATED: _____

CITY OF LAGUNA HILLS

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13 ATTEST: _____

City Clerk

14 BY: _____

Mayor

15
16 APPROVED AS TO FORM:

17 BY: _____

City Attorney

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19 _____
20 DATED: _____

21 COUNTY OF ORANGE

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23 BY: _____

Chairwoman of the Board of Supervisors
County of Orange, California

24
25 SIGNED AND CERTIFIED THAT A COPY OF THIS
26 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
27 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
28 Attest:

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Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

DRAFT