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

**THIS AGREEMENT** is entered into this ~~Nineteenth-First~~ day of ~~May~~April ~~2018~~2019, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, 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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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 and  
14 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 **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, ~~2018-2019~~ through June 30, ~~2019~~2020, is set forth in  
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A in this Agreement that is provided to  
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
12 the option to terminate such service in the event the other city or cities that  
13 contract(s) for the balance of the time of the employee providing the service  
14 no longer pay(s) for such service and CITY does not request the Agreement  
15 be amended to provide for payment of 100% of the cost of the employee  
16 providing such service. The Maximum Obligation of CITY set forth in  
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the  
19 precise date specified in this Agreement. In those instances, SHERIFF shall  
20 notify CITY Manager of the date or dates such service or services are to be  
21 implemented. COUNTY shall reduce the monthly charges to CITY, based  
22 on the actual date of implementation of the service or services. Charges  
23 shall be reduced on the next monthly billing tendered in accordance with  
24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
26 staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or  
27 Sergeant to assist the CITY with the operations of the EOC. Such services  
28 may be considered supplemental to the contract and chargeable to the CITY

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

2 on a time and material basis to the extent the services provided are at a level  
3 greater than that specified in Attachment A of this Agreement.

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

14 In the event, CITY amends Attachment B, CITY's Manager, on behalf of  
15 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an  
16 amendment of this Agreement to substitute CITY's amended Attachment B  
17 hereto, as long as said Amendment to this Agreement does not materially  
18 change any other provision of this Agreement.

- 19 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
20 CITY Manager, on behalf of CITY, are authorized to execute written  
21 amendments to this Agreement to increase or decrease the level of service  
22 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree  
23 that such increase or decrease in the level of service is appropriate. Any  
24 such amendment to the Agreement shall concomitantly increase or decrease  
25 the cost of services payable by CITY set forth in Attachment C and  
26 incorporated herein by this reference, and the Maximum Obligation of CITY  
27 set forth in Subsection G-2, in accordance with the current year's COUNTY  
28 law enforcement cost study. SHERIFF and CITY Manager shall file copies

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

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

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

- 13 9. SHERIFF shall consider input from the CITY Manager regarding the  
14 selection and assignment of a Lieutenant to provide services to CITY.

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

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

28 //

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

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

28 //

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

- 2 3. Supplemental services for events operated by public entities on non-CITY  
3 property. At the request of CITY, through its City Manager, and within the  
4 limitations set forth in this subsection D-3, SHERIFF may provide  
5 supplemental law enforcement services to preserve the peace at special  
6 events or occurrences that occur on an occasional basis and are operated  
7 by public entities on non-CITY property. SHERIFF shall determine personnel  
8 and equipment needed for such supplemental services, and will provide  
9 such supplemental services only if SHERIFF is able to do so without  
10 reducing services that SHERIFF otherwise would provide to CITY pursuant  
11 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of  
12 providing such supplemental services at an amount computed by SHERIFF,  
13 based on the current year's COUNTY law enforcement cost study. The cost  
14 of these supplemental services shall be in addition to the Maximum  
15 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF  
16 shall bill CITY immediately after each such event.
- 17 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
18 the services of SHERIFF at events, for which CITY issues permits, that are  
19 operated by private individuals or entities or public entities. SHERIFF shall  
20 determine personnel and equipment needed for said events. If said events  
21 are in addition to the level of services listed in Attachment A of this  
22 Agreement, CITY shall reimburse COUNTY for such additional services at  
23 an amount computed by SHERIFF, based upon the current year's COUNTY  
24 law enforcement cost study. The cost of these services shall be in addition to  
25 the Maximum Obligation of CITY set forth in Subsection G-2 of this  
26 Agreement. SHERIFF shall bill CITY immediately after said services are  
27 rendered.

28 //



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

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

12 **E. PATROL VIDEO SYSTEMS:**

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY  
14 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
15 that are or will be mounted in patrol vehicles designated by COUNTY for use  
16 within CITY service area.
- 17 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
18 services related to this Agreement.
- 19 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
20 installation of PVS that are or will be mounted in patrol vehicles assigned to  
21 CITY, and b) recurring costs, as deemed necessary by COUNTY, including  
22 the costs of maintenance and contributions to a fund for replacement and  
23 upgrade of such PVS when they become functionally or technologically  
24 obsolete. The costs to be paid by CITY for recurring costs, including  
25 maintenance and replacement/upgrade of PVS, are included in the costs set  
26 forth in Attachment C and the Maximum Obligation of CITY set forth in  
27 Subsection G-2 of this Agreement unless CITY has already paid such costs.  
28 CITY shall not be charged additional amounts for maintenance or

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

2 replacement/upgrade of said PVS during the period July 1, ~~2018~~2019  
3 through June 30, ~~2019~~2020.

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

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

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

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

27 //

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 set forth in Attachment A is increased or  
8 decreased by mutual agreement of the parties, or CITY is required to pay for  
9 increases as set forth in Subsection G-4, the Maximum Obligation of CITY  
10 for services, other than Licensing Services, set forth in Attachment A of this  
11 Agreement, to be provided by COUNTY for the period July 1, ~~2018-2019~~  
12 through June 30, ~~2019-2020~~ shall be \$2,7~~6554,274174~~ as set forth in  
13 Attachment C.

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

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

28 //

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

2 4a. 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 ~~2018-19~~2019-20 cost set forth in Attachment C nor in the Fiscal  
6 Year ~~2018-19~~2019-20 Maximum Obligation of CITY set forth in Subsection G-  
7 2 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 personnel  
9 whose costs are included in the calculations of costs charged to CITY  
10 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation  
11 set forth in Subsection G-2 of this Agreement, the full costs of said increases  
12 to the extent such increases are attributable to work performed by such  
13 personnel after July 1, ~~2018~~2019, and CITY's Maximum Obligation hereunder  
14 shall be deemed to have increased accordingly. CITY shall pay COUNTY in  
15 full for such increases on a pro-rata basis over the portion of the period  
16 between July 1, ~~2018~~2019 and June 30, ~~2019~~2020 remaining after  
17 COUNTY notifies CITY that increases are payable. If the changes result in  
18 the COUNTY incurring or becoming obligated to pay for decreased costs for  
19 or on account of personnel whose costs are included in the calculations of  
20 costs charged to CITY hereunder, COUNTY shall reduce the amount owed  
21 by the CITY to the extent such decreases are attributable to work performed  
22 by such personnel during the period July 1, ~~2018~~2019 through June 30,  
23 ~~2019~~2020, and CITY's Maximum Obligation hereunder shall be deemed to  
24 have decreased accordingly. COUNTY shall reduce required payment by  
25 CITY in full for such decreases on a pro-rata basis over the portion of the  
26 period between July 1, ~~2018~~2019 and June 30, ~~2019~~2020 remaining after  
27 COUNTY notifies CITY that the Maximum Obligation has decreased.

28 //

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

2 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
4 service to be provided to CITY, as set forth in Attachment A of this  
5 Agreement to a level that will make the Maximum Obligation of CITY  
6 hereunder for the period July 1, 2018-2019 through June 30, 2019-2020 an  
7 amount specified by CITY that is equivalent to or higher or lower than the  
8 Maximum Obligation set forth in Subsection G-2 for said period at the time  
9 this Agreement originally was executed. The purpose of such adjustment of  
10 service levels will be to give CITY the option of keeping its Maximum  
11 Obligation hereunder at the pre-increase level or at any other higher or lower  
12 level specified by CITY. In the event of such reduction in level of service  
13 and adjustment of costs, the parties shall execute an amendment to this  
14 Agreement so providing. Decisions about how to reduce the level of service  
15 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

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

21 7. 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 B 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 set

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

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

7           8. 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          9. Narcotic asset forfeitures will be handled pursuant to Attachment E 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 notices  
14          authorized or required by this Agreement shall be effective when written and  
15          deposited in the United States mail, first class postage prepaid and  
16          addressed as follows:

17           **CITY:**           ATTN: CITY MANAGER  
18                           24264 EL TORO ROAD  
19                           LAGUNA WOODS, CA 92653

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 or  
5 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain  
6 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 and  
15 COUNTY shall retain all records relating to the performance of this Agreement  
16 for said three-year period, except that those records pertaining to any audit then  
17 in progress, or to any claims or litigation, shall be retained beyond said three-  
18 year period until final resolution of said audit, claim or litigation.

19 **K. ALTERATION OF TERMS:**

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

25 **L. INDEMNIFICATION:**

- 26 1. COUNTY, its officers, agents, employees, subcontractors and independent  
27 contractors shall not be deemed to have assumed any liability for the  
28 negligence or any other act or omission of CITY or any of its officers,

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

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

28 //



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

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

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

15 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
16 Program”], which is operated by SHERIFF, and is designed to reduce  
17 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
18 are suspended and to educate the public about the requirements of the  
19 Vehicle Code and related safety issues with regard to driver licensing,  
20 vehicle registration, vehicle operation, and vehicle parking. The Program  
21 operates throughout the unincorporated areas of the COUNTY and in the  
22 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
23 without regard to jurisdictional boundaries, because an area-wide approach  
24 to reduction of traffic accidents and driver education is most effective in  
25 preventing traffic accidents. In order for CITY to participate in the Program,  
26 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the  
27 amount and under the terms and conditions set forth in the resolution that is  
28 attached hereto as Attachment F and incorporated into this Agreement by

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

2 reference [hereinafter called a "TVAP resolution"], and has directed that the  
3 revenue from such fee be used for the Program. CITY's participation in the  
4 Program may be terminated at any time by rescission or amendment of the  
5 TVAP resolution that is attached hereto as Attachment F. In the event CITY  
6 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
7 adopts a new TVAP resolution pertaining to the above-referenced fee and  
8 the Program, and 2) remains a participant in the Program thereafter, CITY's  
9 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
10 authority to execute an amendment of this Agreement to substitute CITY's  
11 amended or new TVAP resolution for Attachment F hereto, as long as said  
12 amendment to this Agreement does not materially change any other  
13 provision of this Agreement.

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

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

- 18 • Ten one hundredths of one (0.10) Sergeant  
19 (8 hours per two-week pay period)
- 20 • One (1) Staff Specialist  
21 (80 hours per two-week pay period)
- 22 • One (1) Office Specialist  
23 (80 hours per two-week pay period)

24 4. Fee revenue generated by CITY may be used to reimburse CITY for  
25 expenditures for equipment and/or supplies directly in support of the  
26 Program. In order for an expenditure for equipment and/or supplies to be  
27 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
28 approval of the expenditure by using the form as shown in Attachment G.

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

2 The request shall be submitted within the budget schedule established by  
3 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
4 following conditions are satisfied: 1) there are sufficient Program funds,  
5 attributable to revenue generated by CITY's fee, to pay for the requested  
6 purchase, and 2) CITY will use the equipment and/or supplies, during their  
7 entire useful life, only for purposes authorized by its TVAP resolution in  
8 effect at the time of purchase. In the event that CITY terminates its  
9 participation in the Program, CITY agrees that the equipment purchased by  
10 CITY and reimbursed by Program funds will continue to be used, during the  
11 remainder of its useful life, exclusively for the purposes authorized by CITY's  
12 TVAP resolution in effect at the time of purchase.

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

28 //

1 **N. MOBILE DATA COMPUTERS:**

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

14 The costs to be paid by CITY for recurring costs, including maintenance and

15 replacement/upgrade of MDCs, are included in the costs set forth in

16 Attachment C and the Maximum Obligation of CITY set forth in Subsection

17 G-2 of this Agreement unless CITY has already paid such costs. CITY shall

18 not be charged additional amounts for maintenance or replacement/upgrade

19 of said MDCs during the period July 1, ~~2018-2019~~ through June 30,

20 ~~2019~~2020.

- 21 4. If, following the initial acquisition of MDCs referenced above, CITY requires
- 22 MDCs for additional patrol cars designated for use in the CITY, or for CITY's
- 23 Emergency Operations Center, COUNTY will purchase said additional
- 24 MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full
- 25 costs of acquisition and installation of said additional MDCs, and b) the full
- 26 recurring costs for said MDCs, as deemed necessary by COUNTY, including
- 27 the costs of maintenance, and contributions to a fund for replacement and
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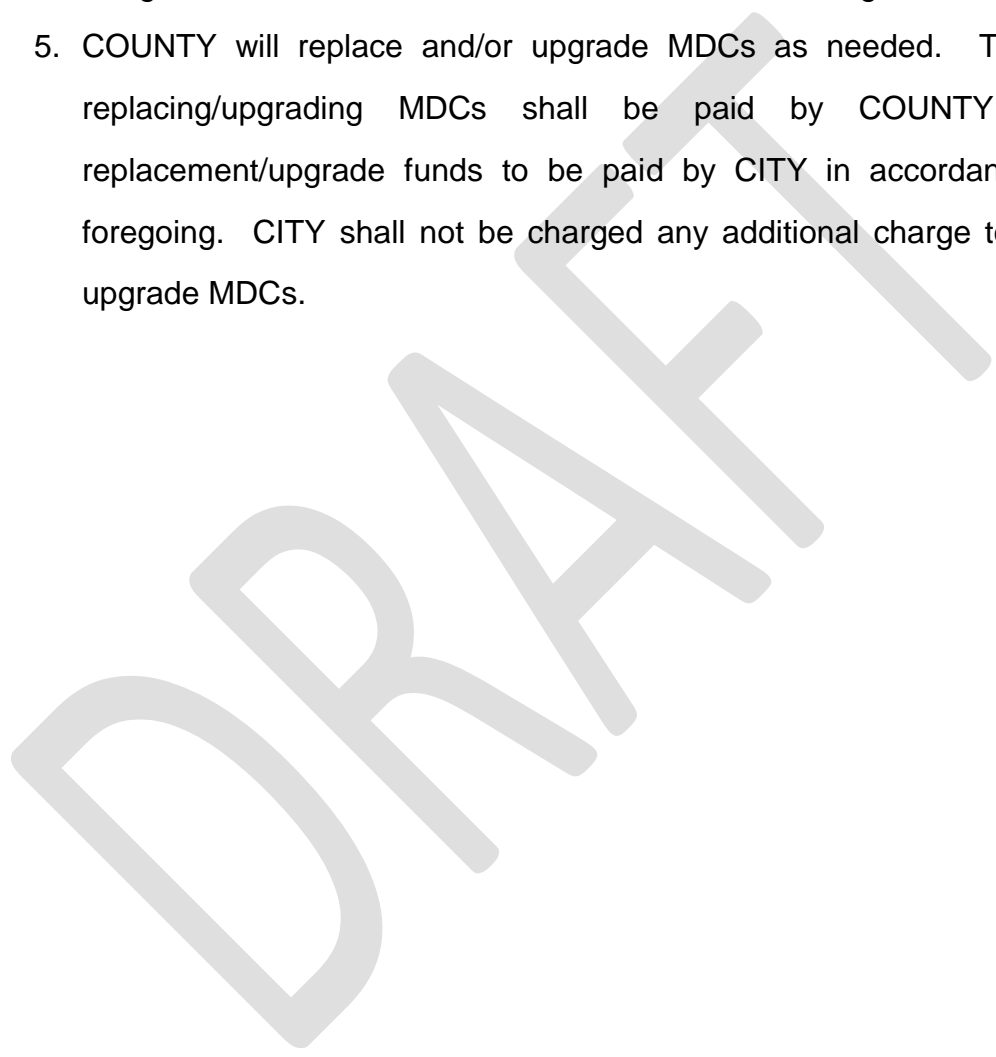
upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are

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

in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

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

DATED: \_\_\_\_\_

CITY OF LAGUNA WOODS

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_

Mayor  
APPROVED AS TO FORM:

BY: \_\_\_\_\_

City Attorney

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DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS  
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

\_\_\_\_\_  
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: \_\_\_\_\_