

**AGREEMENT  
BETWEEN THE  
CITY OF LAKE FOREST  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this ~~Fifteenth~~ Twenty-third day of May ~~2018~~ 2019 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, 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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3 **A. TERM:**

4 The term of this Agreement shall commence July 1, ~~2018-2019~~ and terminate  
5 June 30, ~~2019-2020~~ unless earlier terminated by either party or extended in the  
6 manner set forth herein.

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

- 8 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-  
9 hundred and eighty (180) days written notice to the other party.
- 10 2. If COUNTY and CITY have not entered into a written agreement by  
11 June 30, ~~2019-2020~~ for COUNTY to provide to CITY, during all or part of  
12 the period between July 1, ~~2019-2020~~ and June 30, ~~2020-2021~~, law  
13 enforcement services similar to those specified herein, then SHERIFF, on  
14 behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized  
15 to execute a written amendment to this Agreement that provides as follows  
16 and does not materially alter other terms of the Agreement: SHERIFF shall  
17 continue to provide to CITY all or a designated part of the law enforcement  
18 services specified herein, for a specified time period between July 1, ~~2019~~  
19 ~~2020~~ and August 31, ~~2019-2020~~, and CITY shall pay COUNTY the full costs  
20 of providing such services. Such full costs may be greater than those listed  
21 herein for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~.  
22 SHERIFF and CITY Manager shall file copies of any such amendments to  
23 this Agreement with the Clerk of COUNTY's Board of Supervisors and  
24 CITY's Clerk.

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

- 26 1. COUNTY, through its Sheriff-Coroner and deputies, officers and  
27 employees, hereinafter referred to as "SHERIFF", shall render to CITY law  
28 enforcement services as hereinafter provided. Such services shall include

1 the enforcement of lawful State statutes and lawful municipal ordinances of  
2 CITY other than licensing ordinances.

3 //

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

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

- 1           6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
2           leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
3           determines that the Lieutenant is needed elsewhere, SHERIFF will notify  
4           CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant

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

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

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

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

1           executed by SHERIFF and CITY Manager may not, in the aggregate,  
2           increase or decrease the cost of services payable by CITY by more than  
3           one percent (1%) of the total cost originally set forth in Attachment C and  
4           the Maximum Obligation originally set forth in Subsection G-2.

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

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

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

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

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

1 on an occasional basis and are operated by private individuals or private  
2 entities on non-CITY property. SHERIFF shall determine personnel and  
3 equipment needed for such supplemental services, and will provide such  
4 supplemental services only if SHERIFF is able to do so without reducing

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

6 the normal and regular ongoing services that SHERIFF otherwise would  
7 provide to CITY pursuant to this Agreement. Such supplemental services  
8 shall be provided only by regularly appointed full-time peace officers, at  
9 rates of pay governed by a Memorandum of Understanding between  
10 COUNTY and the bargaining unit representing the peace officers providing  
11 the services. Such supplemental services shall include only law  
12 enforcement duties and shall not include services authorized to be provided  
13 by a private patrol operator, as defined in Section 7582.1 of the Business  
14 and Professions Code. Law enforcement support functions, including, but  
15 not limited to, clerical functions and forensic science services, may be  
16 performed by non-peace officer personnel if the services do not involve  
17 patrol or keeping the peace and are incidental to the provision of law  
18 enforcement services. CITY shall reimburse COUNTY its full, actual costs  
19 of providing such supplemental services at an amount computed by  
20 SHERIFF, based on the current year's COUNTY law enforcement cost  
21 study. The cost of these supplemental services shall be in addition to the  
22 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
23 SHERIFF shall bill CITY immediately after each such event.

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

1 by public entities on non-CITY property. SHERIFF shall determine  
2 personnel and equipment needed for such supplemental services, and will  
3 provide such supplemental services only if SHERIFF is able to do so  
4 without reducing services that SHERIFF otherwise would provide to CITY

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

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

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

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



1 in Subsection G-2. COUNTY shall not charge any additional amounts for  
2 enhanced helicopter services after the cost of services set forth in  
3 Attachment C and in the Maximum Obligation set forth in Subsection G-2  
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  
16 for replacement and upgrade of such PVS when they become functionally  
17 or 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           become functionally or technologically obsolete. Said costs related to  
5           additional PVS are not included in, and are in addition to, the costs set forth

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

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 SHERIFF 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 pursuant to mutual agreement of the parties, or CITY is required

1 to pay for increases as set forth in Subsection G-4, the Maximum Obligation  
2 of CITY for services, other than Licensing Services, set forth in Attachment  
3 A of this Agreement, to be provided by the COUNTY for the period July 1,  
4 2018-2019 through June 30, 2019-2020, shall be \$~~17,025,174~~17,659,901 as  
5 set forth in Attachment C.

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

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  
20 of 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 2018-192019-20 cost set forth in Attachment C nor in the Fiscal  
25 Year 2018-192019-20 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

CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, ~~2018~~2019, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

**G. PAYMENT: (Continued)**

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

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

1 this Agreement originally was executed. The purpose of such adjustment of  
2 service levels will be to give CITY the option of keeping its Maximum  
3 Obligation hereunder at the pre-increase level or at any other higher or  
4 lower level specified by CITY. In the event of such reduction in level of  
5 service and adjustment of costs, the parties shall execute an amendment to  
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 **G. PAYMENT: (Continued)**

9 CITY.

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

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9 **H. NOTICES:**

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

14 **CITY:** ATTN: CITY MANAGER  
15 25550 COMMERCE DRIVE  
16 LAKE FOREST, CA 92630 – 8855

17 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
18 SHERIFF-CORONER DEPARTMENT  
19 320 NORTH FLOWER STREET, SUITE 108  
20 SANTA ANA, CA 92703

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

24 **I. STATUS OF COUNTY:**

25 COUNTY is, and at all times shall be deemed to be, an independent contractor.  
26 Nothing herein contained shall be construed as creating the relationship of  
27 employer and employee, or principal and agent, between CITY and COUNTY  
28 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall

1 retain all authority for rendition of services, standards of performance, control  
2 of personnel, and other matters incident to the performance of services by  
3 COUNTY pursuant to this Agreement. COUNTY, its agents and employees  
4 shall not be entitled to any rights or privileges of CITY employees and shall not  
5 be considered in any manner to be CITY employees.

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9 **J. STATE AUDIT:**

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

18 **K. ALTERATION OF TERMS:**

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

24 **L. INDEMNIFICATION:**

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

1 dangerous or defective condition of any public street or work or property of  
2 CITY, or for any illegality or unconstitutionality of CITY's municipal  
3 ordinances. CITY shall indemnify and hold harmless COUNTY and its  
4 elected and appointed officials, officers, agents, employees, subcontractors  
5 and independent contractors from any claim, demand or liability whatsoever  
6 based or asserted upon the condition of any public street or work or property  
7 of CITY, or upon the illegality or unconstitutionality of any municipal  
8 ordinance of CITY that SHERIFF has enforced, or upon any act or omission

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

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

- 27 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
28 appointed officials, officers, agents, employees, subcontractors and



1 independent contractors from any claim, demand or liability whatsoever  
2 based or asserted upon any act or omission of COUNTY or its elected and  
3 appointed officials, officers, agents, employees, subcontractors or  
4 independent contractors related to this Agreement, for property damage,  
5 bodily injury or death or any other element of damage of any kind or nature,  
6 and COUNTY shall defend, at its expense, including attorney fees, and with  
7 counsel approved in writing by CITY, CITY and its elected and appointed  
8 officials, officers, agents, employees, subcontractors and independent

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

10 contractors in any legal action or claim of any kind based or asserted upon  
11 such alleged acts or omissions.

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

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

1 Program may be terminated at any time by rescission or amendment of the  
2 TVAP resolution that is attached hereto as Attachment F. In the event CITY  
3 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
4 adopts a new TVAP resolution pertaining to the above-referenced fee and  
5 the Program, and 2) remains a participant in the Program thereafter, CITY's  
6 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
7 authority to execute an amendment of this Agreement to substitute CITY's  
8 amended or new TVAP resolution for Attachment F hereto, as long as said

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

10 amendment to this Agreement does not materially change any other  
11 provision of this Agreement.

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

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

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

10 TVAP resolution in effect at the time of purchase.

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

26 **N. MOBILE DATA COMPUTERS:**

- 27 1. As part of the law enforcement services to be provided to CITY, COUNTY  
28 has provided, or will provide, mobile data computers (hereinafter called

1 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,  
2 designated by COUNTY for use within CITY limits.

- 3 2. SHERIFF has the exclusive right to use said MDCs for law enforcement  
4 services related to this Agreement.
- 5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
6 installation of MDCs that are or will be mounted in patrol vehicles and  
7 motorcycles assigned to CITY, and b) recurring costs, as deemed  
8 necessary by COUNTY, including the costs of maintenance and

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

10 contributions to a fund for replacement and upgrade of such MDCs when  
11 they become functionally or technologically obsolete.

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

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

1 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
2 G-2 of this Agreement.

- 3 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of  
4 replacing/upgrading MDCs shall be paid by COUNTY from the replacement/  
5 upgrade funds to be paid by CITY in accordance with the foregoing. CITY  
6 shall not be charged any additional charge to replace or 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  
21 and replacement/upgrade of E-Citation units, are included in the costs set  
22 forth 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  
24 costs. 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.

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

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

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

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

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

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

14 CITY OF LAKE FOREST

15 ATTEST: \_\_\_\_\_  
16 City Clerk

17 BY: \_\_\_\_\_  
18 Mayor

19 APPROVED AS TO FORM:

20 BY: \_\_\_\_\_  
21 City Attorney

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

23 COUNTY OF ORANGE

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

27 SIGNED AND CERTIFIED THAT A COPY OF THIS  
28 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR

1 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

2 Attest:

3 \_\_\_\_\_  
4 Robin Stieler  
5 Clerk of the Board  
6 County of Orange, California

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

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8 BY: \_\_\_\_\_  
9 Deputy

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