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**FIRST AMENDMENT TO FIVE-YEAR AGREEMENT**

**BETWEEN THE  
CITY OF STANTON  
AND THE  
COUNTY OF ORANGE**

**THIS FIRST AMENDMENT TO AGREEMENT** is entered into this First day of May 2019~~8~~, which date is enumerated for purposes of reference only, by and between the CITY OF STANTON, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY"; to amend effective July 1, 2019, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

**WITNESSETH:**

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

~~WHEREAS, COUNTY is agreeable to rendering of such services, as authorized by 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 be for five (5) years, commencing July 1, 2018~~  
3 ~~and terminating June 30, 2023, unless earlier terminated by either party or~~  
4 ~~extended in the manner set forth herein.~~

5 ~~OPTIONAL TERMINATION:~~

6 ~~COUNTY or CITY may terminate this Agreement, without cause, upon one~~  
7 ~~hundred and eighty (180) days written notice to the other party.~~

8 ~~C. REGULAR SERVICES BY COUNTY:~~

9 ~~1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,~~  
10 ~~hereinafter referred to a "SHERIFF", shall render to CITY law enforcement~~  
11 ~~services as hereinafter provided. Such services shall include the enforcement~~  
12 ~~of lawful State statutes.~~

13 ~~Sheriff shall be responsible for the enforcement of all lawful CITY~~  
14 ~~ordinances, except those enforced by CITY. CITY shall be responsible for~~  
15 ~~the enforcement of all lawful CITY ordinances, except those enforced by~~  
16 ~~Sheriff. Except as otherwise directed by CITY's Council, SHERIFF and~~  
17 ~~CITY's Manager shall jointly determine which of CITY's lawful ordinances~~  
18 ~~SHERIFF shall be responsible for enforcing.~~

19 ~~—~~  
20 ~~The night, day and evening patrol and supervisory shifts will be established~~  
21 ~~by SHERIFF. Personnel of each shift may work varying and different times~~  
22 ~~and may be deployed to other shifts when, in the opinion of SHERIFF and~~  
23 ~~CITY Manager, the need arises. Any long-term shift deployment change will~~  
24 ~~be reported to the City Council.~~

25 ~~1. Each fiscal year, at a date to be determined by CITY, COUNTY shall submit~~  
26 ~~to CITY, in writing, a recommended level of service for the following fiscal~~  
27 ~~year. CITY shall remit to COUNTY, in writing, its response to the~~

28

1 ~~recommended level of service. If the parties are unable to agree by June 30~~  
2 ~~of any fiscal year on the level of service to be provided by COUNTY to CITY~~

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

4 ~~or on the amount to be paid by CITY for services to be provided by COUNTY~~  
5 ~~for the following fiscal year, this Agreement will terminate as of September 30~~  
6 ~~of the following fiscal year. If the parties do not agree by June 30 on the level~~  
7 ~~of service and cost of services for the following fiscal year, between July 1~~  
8 ~~and September 30 of the following fiscal year, COUNTY will provide the level~~  
9 ~~of service provided in the preceding fiscal year, and CITY shall be obligated~~  
10 ~~to pay the costs of such services. The full cost of such services may exceed~~  
11 ~~the cost of similar services provided in the prior fiscal year.~~

12 1. For the period July 1, 2019 through June 30, 2020, REGULAR SERVICES BY  
13 COUNTY, Subsection C-4, of the Agreement is amended to read as follows:

14 “C-4. The level of service, to be provided by COUNTY for the period July 1,  
15 2019~~18~~ through June 30, 2020~~19~~, is set forth in Attachment A and  
16 incorporated herein by this reference.”

17 ~~5. For any service listed in Attachment A of this Agreement that is provided to~~  
18 ~~CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the~~  
19 ~~option to terminate such service in the event other city or cities that contract~~  
20 ~~for the balance of the time of the employee providing the service no longer~~  
21 ~~pays for such service and CITY does not request the Agreement be~~  
22 ~~amended to pay 100% of the cost of the employee providing such service.~~  
23 ~~The Maximum Obligation of CITY set forth in Subsection F-3 will be adjusted~~  
24 ~~accordingly.~~

25 ~~6. Reports, Copies, Licensing & Permits:~~

26 ~~— SHERIFF will handle requests for services such as: copies of Sheriff~~  
27 ~~Department documents.~~

28

1 ~~— Fees for reports, copies, etc., as related to the services provided in this~~  
2 ~~Agreement, will be at the COUNTY's established rates.~~

3 ~~a. Licensing and permit fees required or authorized by CITY ordinance or~~  
4 ~~resolution will be at the rate established by CITY and will be collected and~~  
5 ~~retained by CITY.~~

6 **~~C. REGULAR SERVICES BY COUNTY: (Continued)~~**

7 ~~— COUNTY shall not provide any services related to any licensing or permits~~  
8 ~~required by CITY ordinances or resolutions.~~

9 ~~— On the effective date of a City ordinance so providing, fees generated or~~  
10 ~~collected by Sheriff contract personnel for response to false alarms in the~~  
11 ~~CITY will be at CITY established rates and will be credited to CITY on an~~  
12 ~~annual basis.~~

13 ~~7. All services contracted for in this Agreement may not be operational on the~~  
14 ~~precise date specified in this Agreement. In those instances, SHERIFF shall~~  
15 ~~notify CITY Manager of the date or dates such service or services are to be~~  
16 ~~implemented. COUNTY shall reduce the monthly charges to CITY, based on~~  
17 ~~the actual date of implementation of the service or services. Charges shall~~  
18 ~~be reduced on the next monthly billing tendered in accordance with~~  
19 ~~Subsection F-5 of this Agreement.~~

20 ~~8. During emergencies, such as mutual aid situations, SHERIFF will attempt to~~  
21 ~~leave in CITY the Lieutenant in charge of CITY Police Services.~~

22 ~~— If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF~~  
23 ~~will notify CITY's Manager within four (4) hours. SHERIFF will return~~  
24 ~~Lieutenant to CITY as soon as possible once the emergency situation is~~  
25 ~~under control. During the Lieutenant's absence, SHERIFF will designate an~~  
26 ~~acting Police Services Chief.~~

27 ~~9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and~~  
28 ~~CITY Manager, on behalf of CITY, are authorized to execute written~~

1 ~~amendments to this Agreement to increase or decrease the level of service~~  
2 ~~set forth in Attachment A, when SHERIFF and CITY Manager mutually agree~~  
3 ~~that such increase or decrease in the level of service is appropriate. Any~~  
4 ~~such amendment to the Agreement shall concomitantly increase \_\_\_\_\_ or~~  
5 ~~decrease the cost of services payable by CITY set forth in Attachment B~~

6 ~~**C. REGULAR SERVICES BY COUNTY:**~~ (Continued)

7 ~~and incorporated herein by this reference and the Maximum Obligation of CITY~~  
8 ~~set forth in Subsection F-2, in accordance with the current year's COUNTY~~  
9 ~~law enforcement cost study. SHERIFF and CITY Manager shall file copies of~~  
10 ~~any such amendments to this Agreement with the Clerk of COUNTY's Board~~  
11 ~~of Supervisors and CITY's. Amendments to this Agreement executed by~~  
12 ~~SHERIFF and CITY Manager may not, in the aggregate, increase or~~  
13 ~~decrease the cost of services payable by CITY by more than one percent~~  
14 ~~(1%) of the total cost originally set forth in Attachment B and the Maximum~~  
15 ~~Obligation originally set forth in Subsection F-2.~~

16 ~~Prior approval by COUNTY's Board of Supervisors and CITY's Council is~~  
17 ~~required before execution of any amendment that brings the aggregate total~~  
18 ~~of changes in costs payable by CITY to more than one percent (1%) of the~~  
19 ~~total cost originally set forth in Attachment B and the Maximum Obligation~~  
20 ~~originally set forth in Subsection F-2 of the Agreement.~~

21 ~~**— ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**~~

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

1 additional services, at an amount computed by SHERIFF, based on the  
2 current year's COUNTY law enforcement cost study. The cost of these  
3 enhanced services shall be in addition to the Maximum Obligation of CITY

4 #

5 **~~D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:~~** (Continued)  
6 ~~set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY~~  
7 ~~immediately after each such event.~~

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

1 shall reimburse COUNTY its full, actual costs of providing such supplemental  
 2 services at an amount computed by SHERIFF, based on the current year's  
 3 COUNTY law enforcement cost study. The cost of these supplemental  
 4 services shall be in addition to the

5 #

6 ~~D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:~~

7 (Continued)

8 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.  
 9 SHERIFF shall bill CITY immediately after each such event.

10 ~~3. Supplemental services for events operated by public entities on non-CITY~~  
 11 ~~property. At the request of CITY, through its City Manager, and within the~~  
 12 ~~limitations set forth in this Subsection D-3., SHERIFF may provide~~  
 13 ~~supplemental law enforcement services to preserve the peace at special~~  
 14 ~~events or occurrences that occur on an occasional basis and are operated by~~  
 15 ~~public entities on non-CITY property. SHERIFF shall determine personnel~~  
 16 ~~and equipment needed for such supplemental services, and will provide such~~  
 17 ~~supplemental services only if SHERIFF is able to do so without reducing~~  
 18 ~~services that SHERIFF otherwise would provide to CITY pursuant to this~~  
 19 ~~Agreement, CITY shall reimburse COUNTY its full, actual costs of providing~~  
 20 ~~such supplemental services at an amount computed by SHERIFF, based in~~  
 21 ~~the current year's COUNTY law enforcement cost study. The cost of these~~  
 22 ~~supplemental services shall be in addition to the Maximum Obligation of~~  
 23 ~~CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY~~  
 24 ~~immediately after each such event.~~

25 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize~~  
 26 ~~the services of the Sheriff at events, for which CITY issues permits, that are~~  
 27 ~~operated by private individuals or entities or public entities. SHERIFF shall~~  
 28 ~~determine personnel and equipment needed for said events. If said events~~



1 are in addition to the level of services listed in Attachment A of this  
 2 Agreement, CITY shall reimburse COUNTY for such additional services at an  
 3 amount computed by SHERIFF, based upon the current year's COUNTY law  
 4 enforcement cost study. The cost of these services shall be in addition to the  
 5 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.  
 6 SHERIFF shall bill CITY immediately after said services are rendered.

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

8 ~~—In accordance with Government Code 51350, COUNTY has adopted Board~~  
 9 ~~Resolution 89-1160 which identifies Countywide services, including but not~~  
 10 ~~limited to helicopter response. SHERIFF through this contract provides~~  
 11 ~~enhanced helicopter response services. The cost of enhanced helicopter~~  
 12 ~~response services is included in the cost of services set forth in Attachment~~  
 13 ~~B and in the Maximum Obligation of CITY set forth in Subsection F-2.~~  
 14 ~~COUNTY shall not charge any additional amounts for enhanced helicopter~~  
 15 ~~services after the cost of services set forth in Attachment B and in the~~  
 16 ~~Maximum Obligation set forth in Subsection F-2 has been established in any~~  
 17 ~~fiscal year without written notification to the CITY.~~

18 **~~PATROL VIDEO SYSTEMS:~~**

19 ~~—As part of the law enforcement services to be provided to CITY, COUNTY~~  
 20 ~~has provided, or will provide, patrol video systems (hereinafter called "PVS")~~  
 21 ~~that are or will be mounted in patrol vehicles designated by COUNTY for use~~  
 22 ~~within CITY service area.~~

23 ~~SHERIFF has the exclusive right to use said PVS for law enforcement~~  
 24 ~~services related to this Agreement.~~

25 2. For the period July 1, 2019 through June 30, 2020, PATROL VIDEO SYSTEMS,  
 26 Subsection E-3, of the Agreement is amended to read as follows:

27 ~~—~~"E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the  
 28 acquisition and installation of Patrol Video Systems that are or will be

1 mounted in patrol vehicles assigned to CITY, and b) recurring costs, as  
2 deemed necessary by COUNTY, including the costs of maintenance and  
3 contributions to a fund for  
4 replacement and upgrade of such PVS when they become functionally or  
5 technologically obsolete.

6 The costs to be paid by CITY for recurring costs, including maintenance and  
7 replacement/upgrade of PVS, are included in the costs set forth in  
8 Attachment B and the Maximum Obligation of CITY set forth in  
9 Subsection F-2 of this Agreement unless CITY has already paid such costs.

10 ~~E. PATROL VIDEO SYSTEMS: (Continued)~~

11 CITY shall not be charged additional amounts for maintenance or  
12 replacement/upgrade of said PVS during the period July 1, 20~~19~~18 through  
13 June 30, 20~~20~~19."

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

25 ~~1. COUNTY will replace and/or upgrade PVS as needed. The costs of~~  
26 ~~replacing/upgrading PVS shall be paid by COUNTY from the~~  
27 ~~replacement/upgrade funds to be paid by CITY in accordance with the~~  
28 ~~foregoing. CITY shall not be charged any additional charge to replace or~~

1 ~~upgrade PVS after the cost of services set forth in Attachment B and the~~  
2 ~~Maximum Obligation set forth in F-2 has been established in any fiscal year~~  
3 ~~without written notification to the CITY.~~

4 ~~**PAYMENT:**~~

5 ~~Pursuant to Government Code Section 51350, CITY agrees to pay to~~  
6 ~~COUNTY the costs of performing the services mutually agreed upon in this~~  
7 ~~Agreement. The cost of services includes salaries, wages, benefits, mileage,~~  
8 ~~services, supplies, equipment, and divisional, departmental and COUNTY~~  
9 ~~General overhead.~~

10 ~~**F. PAYMENT:**~~ (Continued)

11 ~~3. For the period July 1, 2019 through June 30, 2020, PAYMENT, Subsections F-2 and~~  
12 ~~F-4 of the Agreement are amended to read as follows:~~

13 ~~4. "F-2. Unless the level of service set forth in Attachment A is decreased or~~  
14 ~~increased in accordance with Subsection C-9, the Maximum Obligation of~~  
15 ~~CITY for services set forth in Attachment A to be provided by the COUNTY~~  
16 ~~for the period July 1, 201~~9~~ through June 30, 20~~20~~ shall be~~  
17 ~~\$1~~10,224,012~~955,068.~~

18 ~~The overtime costs included in the Agreement are only an estimate.~~  
19 ~~SHERIFF shall notify CITY of actual overtime worked during each fiscal year.~~  
20 ~~If actual overtime worked is above and below budgeted amounts, billings will~~  
21 ~~be adjusted accordingly at the end of the fiscal year. Actual overtime costs~~  
22 ~~may exceed CITY's Maximum Obligation. ~~The Maximum Obligation of CITY~~~~  
23 ~~~~for services provided for the 12 month periods commencing July 1, 2019,~~~~  
24 ~~~~2020, 2021, and 2022, will be determined annually by COUNTY and~~~~  
25 ~~~~approved by CITY.~~~~

26 ~~F-43.~~ COUNTY shall invoice CITY monthly. During the period July 1, 201~~9~~  
27 ~~through June 30, 20~~20~~9, said invoices will require payment by CITY of one-~~  
28 ~~twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2~~

1 of this Agreement, as said Maximum Obligation may have been increased or  
2 decreased in accordance with Subsection C-10. If a determination is made  
3 that increases described in Subsection F-8 must be paid, COUNTY  
4 thereafter shall include the pro-rata charges for such increases in its monthly  
5 invoices to CITY for the balance of the period between July 1, 20~~19~~18 and  
6 June 30, 20~~19~~19."

7 ~~5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'~~  
8 ~~approved County Billing Policy, which is attached hereto as Attachment C.~~

9 ~~6. COUNTY shall charge CITY late payment penalties in accordance with~~  
10 ~~COUNTY Board of Supervisors' approved COUNTY Billing Policy.~~

11 ~~7. Narcotic asset forfeitures will be distributed pursuant to Attachment D of the~~  
12 ~~Agreement, which is incorporated herein by this reference.~~

13 4. For the period July 1, 2019 through June 30, 2020, PAYMENT, Subsections F-8a  
14 and F-8b of the Agreement are amended to read as follows

15 ~~—~~ **PAYMENT: (Continued)**

16 F-8a. At the time this Agreement is executed, there are unresolved issues  
17 pertaining to potential changes in salaries and benefits for COUNTY  
18 employees. The cost of such potential changes are not included in the  
19 Fiscal Year 20~~19~~18-2019, costs set forth in Attachment B nor in the Fiscal  
20 Year 20~~19~~18-2019, Maximum Obligation of CITY set forth in Subsection F-2  
21 of this Agreement. If the changes result in the COUNTY incurring or  
22 becoming obligated to pay for increased costs for or on account of personnel  
23 whose costs are included in the calculations of costs charged to CITY  
24 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation  
25 set forth in Subsection F-2 of this Agreement, the full costs of said increases  
26 to the extent such increases are attributable to work performed by such  
27 personnel after July 1, 20~~19~~18, and CITY's Maximum Obligation hereunder  
28 shall be deemed to have increased accordingly. CITY shall pay COUNTY in

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

14 #

15 ~~F.~~ **PAYMENT:** (Continued)

16 8b. If CITY is required to pay for increases as set forth in Subsection F-8a above,  
17 COUNTY, at the request of CITY, will thereafter reduce the level of service to  
18 be provided to CITY pursuant to Attachment A of this Agreement to a level  
19 that will make the Maximum Obligation of CITY hereunder an amount  
20 specified by CITY that is equivalent to or higher or lower than the Maximum  
21 Obligation set forth in Subsection F-2 for said period at the time this  
22 Agreement originally was executed. The purpose of such adjustment of  
23 service levels will be to give CITY the option of keeping its Maximum  
24 Obligation hereunder at the pre-increase level or at any other higher or lower  
25 level specified by CITY. In the event of such reduction in level of service and  
26 adjustment of costs, the parties shall execute an amendment to this  
27 Agreement so providing. Decisions about how to reduce the level of service  
28 provided to CITY shall be made by SHERIFF with the approval of CITY."

1 ~~G. NOTICES:~~

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

6 ~~CITY: ATTN: CITY MANAGER~~

7 ~~7800 KATELLA AVE~~

8 ~~STANTON, CA 90680~~

9 #

10 ~~COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER~~

11 ~~SHERIFF-CORONER DEPARTMENT~~

12 ~~320 NORTH FLOWER STREET, SUITE 108~~

13 ~~SANTA ANA, CA 92703~~

14 #

15 ~~G. NOTICES: (Continued)~~

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

19 ~~H. STATUS OF COUNTY:~~

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

1 ~~STATE AUDIT:~~

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

9 ~~J. ALTERATION OF TERMS:~~

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

15 ~~K. INDEMNIFICATION:~~

16 1. COUNTY, its officers, agents, employees, subcontractors and independent  
17 contractors shall not be deemed to have assumed any liability for the  
18 negligence or any other act or omission of CITY or any of its officers, agents,  
19 employees, subcontractors or independent contractors, or for any dangerous  
20 or defective condition of any public street or work or property of CITY, or for  
21 any illegality or unconstitutionality of CITY's municipal ordinances. CITY  
22 shall indemnify and hold harmless COUNTY and its elected and appointed  
23 officials, officers, agents, employees, subcontractors and independent  
24 contractors from any claim, demand or liability whatsoever based or asserted  
25 upon the condition of any public street or work property of CITY, or upon the  
26 illegality or unconstitutionality of any municipal ordinance of CITY that  
27 SHERIFF has enforced, or upon any act or omission of CITY, or its elected  
28 and appointed officials, officers, agents, employees, subcontractors or

1 ~~independent contractors related to this Agreement, including, but not limited~~  
2 ~~to, any act or omission related to the maintenance or condition of any vehicle~~  
3 ~~or motorcycle that is owned or possessed by CITY and used by COUNTY~~  
4 ~~personnel in the performance of this Agreement, for property damage, bodily~~  
5 ~~injury or death or any other element of damage of any kind or nature, and~~  
6 ~~CITY shall defend, at its expense including attorney fees, and with counsel~~  
7 ~~approved in writing by COUNTY, COUNTY and its elected and appointed~~  
8 ~~officials, officers, agents, employees, subcontractors and independent~~  
9 ~~contractors in any legal action or claim of any kind based or asserted upon~~  
10 ~~such condition of public street or work or property, or illegality or~~  
11 ~~unconstitutionality of a municipal ordinance, or alleged acts or omissions. If~~  
12 ~~judgment is entered against CITY and COUNTY by a court of competent~~  
13 ~~jurisdiction because of the concurrent active negligence of either party,~~

14 #

15 ~~K.~~ **INDEMNIFICATION:** (Continued)

16 ~~CITY and COUNTY agree that liability will be apportioned as determined by~~  
17 ~~the court. Neither party shall request a jury apportionment.~~

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

28

















