

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA WOODS**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this First day of May 2019, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE,
10 a political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

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

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

17 **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, 2019 and terminate
3 June 30, 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, 2020 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2020 and June 30, 2021, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2020 and
17 August 31, 2020 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2019 through June 30, 2020. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and
24 employees, hereinafter referred to as "SHERIFF", shall render to CITY law
25 enforcement services as hereinafter provided. Such services shall include
26 the enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A in this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or Sergeant to assist the CITY with the operations of the EOC. Such services 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
3 level 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
23 agree that such increase or decrease in the level of service is appropriate.
24 Any such amendment to the Agreement shall concomitantly increase or
25 decrease the cost of services payable by CITY set forth in Attachment C
26 and incorporated herein by this reference, and the Maximum Obligation of
27 CITY set forth in Subsection G-2, in accordance with the current year's
28 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall

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

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

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

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

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

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

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
12 to 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
20 functions and forensic science services, may be performed by non-peace
21 officer personnel if the services do not involve patrol or keeping the peace
22 and are incidental to the provision of law enforcement services. CITY shall
23 reimburse COUNTY its full, actual costs of providing such supplemental
24 services at an amount computed by SHERIFF, based on the current year's
25 COUNTY law enforcement cost study. The cost of these supplemental
26 services shall be in addition to the Maximum Obligation of CITY set forth in
27 Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately
28 after each such event.

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
8 personnel and equipment needed for such supplemental services, and will
9 provide such supplemental services only if SHERIFF is able to do so
10 without reducing services that SHERIFF otherwise would provide to CITY
11 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual
12 costs of providing such supplemental services at an amount computed by
13 SHERIFF, based on the current year's COUNTY law enforcement cost
14 study. The cost of these supplemental services shall be in addition to the
15 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
16 SHERIFF 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
25 to 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.

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

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

E. PATROL VIDEO SYSTEMS:

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

E. PATROL VIDEO SYSTEMS: (Continued)

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

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are 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 PVS as needed. The costs of replacing/upgrading PVS 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 PVS.

F. LICENSING SERVICES BY CITY:

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

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G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020 shall be \$2,765,274 as set forth in Attachment C.

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

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

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

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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, 2019 through June 30, 2020 an amount
7 specified by CITY that is equivalent to or higher or lower than the Maximum
8 Obligation set forth in Subsection G-2 for said period at the time this
9 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
12 lower level specified by CITY. In the event of such reduction in level of
13 service and adjustment of costs, the parties shall execute an amendment to
14 this Agreement so providing. Decisions about how to reduce the level of
15 service provided to CITY shall be made by SHERIFF with the approval of
16 CITY.

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

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

22 7. As payment for the Licensing Services described in Subsection C-7 of this
23 Agreement, COUNTY shall retain all fees paid by applicants for licenses
24 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
25 said fees by COUNTY shall constitute payment in full to COUNTY for costs
26 incurred by COUNTY in performing the functions related to licensing
27 described in Subsection C-7; provided, however, that if any of said fees are
28 waived or reduced by CITY, CITY shall pay to COUNTY the difference

G. PAYMENT: (Continued)

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

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

H. NOTICES:

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

CITY: ATTN: CITY MANAGER
24264 EL TORO ROAD
LAGUNA WOODS, CA 92653

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

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

I. STATUS OF COUNTY:

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

J. STATE AUDIT:

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

K. ALTERATION OF TERMS:

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

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L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent

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

2 active negligence of either party, CITY and COUNTY agree that liability will
3 be apportioned as determined by the court. Neither party shall request a
4 jury apportionment.

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

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

- 18 1. COUNTY has established a Traffic Violator Apprehension Program ["the
19 Program"], which is operated by SHERIFF, and is designed to reduce
20 vehicle accidents caused by unlicensed drivers and drivers whose licenses
21 are suspended and to educate the public about the requirements of the
22 Vehicle Code and related safety issues with regard to driver licensing,
23 vehicle registration, vehicle operation, and vehicle parking. The Program
24 operates throughout the unincorporated areas of the COUNTY and in the
25 cities that contract with COUNTY for SHERIFF's law enforcement services,
26 without regard to jurisdictional boundaries, because an area-wide approach
27 to reduction of traffic accidents and driver education is most effective in
28 preventing traffic accidents. In order for CITY to participate in the Program,

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
- One (1) Staff Specialist
(80 hours per two-week pay period)
- One (1) Office Specialist
(80 hours per two-week pay period)

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M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

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

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service,

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

2 termination of Program service or adjustment of costs, the parties shall
3 execute an amendment to this Agreement so providing. Decisions about
4 how to reduce the level of Program service provided to CITY shall be made
5 by SHERIFF with the approval of CITY.

6 **N. MOBILE DATA COMPUTERS:**

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

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

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N. MOBILE DATA COMPUTERS: (Continued)

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are 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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DATED: 5-15-19

BY: Cynthia S. Coxner
Mayor

BY: David B. Casper
City Attorney

DATED: 5/1/19