

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAKE FOREST**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS AGREEMENT** is entered into this First day of May 201~~7~~⁶ which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAKE FOREST, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 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:**

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION	3
C. REGULAR SERVICES BY COUNTY.....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY	6
E. PATROL VIDEO SYSTEMS	9
F. LICENSING SERVICES BY CITY.....	10
G. PAYMENT.....	10
H. NOTICES	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT	15
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	19
O. E-CITATION UNITS.....	21
SIGNATURE PAGE.....	23
Attachment A	Regular Services by County
Attachment B	City Ordinances
Attachment C	Payment
Attachment D	County Billing Policy
Attachment E	Forfeited and Seized Asset Policy
Attachment F	TVAP Resolution
Attachment G	TVAP Form
//	
//	
//	

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 201~~7~~⁶ and terminate
3 June 30, 201~~8~~⁷ 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 one-
7 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, 201~~8~~⁷ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 201~~8~~⁷ and June 30, 201~~9~~⁸, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows
14 and does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1, 201~~8~~⁷
17 and August 31, 201~~8~~⁷, and CITY shall pay COUNTY the full costs of
18 providing such services. Such full costs may be greater than those listed
19 herein for the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷. SHERIFF and
20 CITY Manager shall file copies of any such amendments to this Agreement
21 with 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.

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change
6 will be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by COUNTY for
8 the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷ is set forth in Attachment
9 A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract for the balance of the time of the employee providing the service
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 shall be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF
20 shall notify CITY Manager of the date or dates such service or services are
21 to be implemented. SHERIFF shall reduce the monthly charges to CITY,
22 based on the actual date of implementation of the service or services.
23 Charges shall be reduced on the next monthly billing tendered in
24 accordance with Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
26 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant

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

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

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

13 8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY
14 Manager, on behalf of CITY, are authorized to execute written amendments
15 to this Agreement to increase or decrease the level of service set forth in
16 Attachment A, when SHERIFF and CITY Manager mutually agree that such
17 increase or decrease in the level of service is appropriate. Any such
18 amendment to the Agreement shall concomitantly increase or decrease the
19 cost of services payable by CITY as set forth in Attachment C and
20 incorporated herein by this reference and the Maximum Obligation of CITY
21 set forth in Subsection G-2, in accordance with the current year's COUNTY
22 law enforcement cost study. SHERIFF and CITY Manager shall file copies
23 of any such amendments to this Agreement with the Clerk of COUNTY's
24 Board of Supervisors and CITY's Clerk. Amendments to this Agreement
25 executed by SHERIFF and CITY Manager may not, in the aggregate,
26 increase or decrease the cost of services payable by CITY by more than
27 one percent (1%) of the total cost originally set forth in Attachment C and
28 the Maximum Obligation originally set forth in Subsection G-2.

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

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

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

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

20 2. Supplemental services for occasional events operated by private
21 individuals and entities on non-CITY property. At the request of CITY,
22 through its City Manager, and within the limitations set forth in this
23 Subsection D-2, SHERIFF may provide supplemental law enforcement
24 services to preserve the peace at special events or occurrences that occur
25 on an occasional basis and are operated by private individuals or private
26 entities on non-CITY property. SHERIFF shall determine personnel and
27 equipment needed for such supplemental services, and will provide such
28 supplemental services only if SHERIFF is able to do so without reducing

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

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

- 20 3. Supplemental services for events operated by public entities on non-CITY
21 property. At the request of CITY, through its City Manager, and within the
22 limitations set forth in this subsection D-3, SHERIFF may provide
23 supplemental law enforcement services to preserve the peace at special
24 events or occurrences that occur on an occasional basis and are operated
25 by public entities on non-CITY property. SHERIFF shall determine
26 personnel and equipment needed for such supplemental services, and will
27 provide such supplemental services only if SHERIFF is able to do so
28 without reducing services that SHERIFF otherwise would provide to CITY

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

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

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

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 Patrol Video Systems 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 replacement/upgrade of said PVS during the period July 1, 201~~6~~⁷ through June 30, 201~~7~~⁸.

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

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

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

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

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

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

16 **G. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
18 COUNTY the full costs of performing the services mutually agreed upon in
19 this Agreement. The costs of services include salaries, wages, benefits,
20 mileage, services, supplies, equipment, and divisional, departmental and
21 COUNTY General overhead.
- 22 2. Unless the level of service set forth in Attachment A is increased or
23 decreased pursuant to mutual agreement of the parties, or CITY is required
24 to pay for increases as set forth in Subsection G-4, the Maximum Obligation
25 of CITY for services, other than Licensing Services, set forth in Attachment
26 A of this Agreement, to be provided by the COUNTY for the period July 1,
27 2017~~6~~ through June 30, 2018~~7~~, shall be \$16,134,298~~xx14,xxx595,xxx844~~
28 as set forth in Attachment C.

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

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

7 3. COUNTY shall invoice CITY monthly. During the period July 1, 201~~7~~⁶
8 through June 30, 201~~8~~⁷, said invoices will require payment by CITY of one-
9 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection
10 G-2 of this Agreement, as said Maximum Obligation may have been
11 increased or decreased pursuant to mutual agreement of the parties. In
12 addition, if a determination is made that increases described in Subsection
13 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
14 such increases in its monthly invoices to CITY for the balance of the period
15 between July 1, 201~~7~~⁶ and June 30, 201~~8~~⁷.

16 4a. 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 costs of such potential changes are not included in the
19 Fiscal Year 201~~7~~⁶-1~~8~~⁷ cost set forth in Attachment C nor in the Fiscal Year
20 201~~7~~⁶-1~~8~~⁷ Maximum Obligation of CITY set forth in Subsection G-2 of this
21 Agreement. If the changes result in the COUNTY incurring or becoming
22 obligated to pay for increased costs for or on account of personnel whose
23 costs are included in the calculations of costs charged to CITY hereunder,
24 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
25 Subsection G-2 of this Agreement, the full costs of said increases to the
26 extent such increases are attributable to work performed by such personnel
27 after July 1, 201~~7~~⁶, and CITY's Maximum Obligation hereunder shall be
28 deemed to have increased accordingly. CITY shall pay COUNTY in full for

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

2 such increases on a pro-rata basis over the portion of the period between
3 July 1, 201~~7~~⁶ and June 30, 201~~8~~⁷ remaining after COUNTY notifies CITY
4 that increases are payable. If the changes result in the COUNTY incurring
5 or becoming obligated to pay for decreased costs for or on account of
6 personnel whose costs are included in the calculations of costs charged to
7 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
8 the extent such decreases are attributable to work performed by such
9 personnel during the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷, and
10 CITY's Maximum Obligation hereunder shall be deemed to have decreased
11 accordingly. COUNTY shall reduce required payment by CITY in full for
12 such decreases on a pro-rata basis over the portion of the period between
13 July 1, 201~~7~~⁶ and June 30, 201~~8~~⁷ remaining after COUNTY notifies CITY
14 that the Maximum Obligation has decreased.

- 15 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
16 above, COUNTY, at the request of CITY, will thereafter reduce the level of
17 service to be provided to CITY as set forth in Attachment A of this
18 Agreement to a level that will make the Maximum Obligation of CITY
19 hereunder for the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷ an amount
20 specified by CITY that is equivalent to or higher or lower than the Maximum
21 Obligation set forth in Subsection G-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
25 lower level specified by CITY. In the event of such reduction in level of
26 service and adjustment of costs, the parties shall execute an amendment to
27 this Agreement so providing. Decisions about how to reduce the level of
28 service provided to CITY shall be made by SHERIFF with the approval of

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

2 CITY.

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

26 //

27 //

28 //

1 **H. NOTICES:**

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

6 **CITY:** ATTN: CITY MANAGER
7 25550 COMMERCENTRE DRIVE
8 LAKE FOREST, CA 92630 – 8855

9 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
10 SHERIFF-CORONER DEPARTMENT
11 320 NORTH FLOWER STREET, SUITE 108
12 SANTA ANA, CA 92703

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

16 **I. STATUS OF COUNTY:**

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

26 //

27 //

28 //

1 **J. 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
5 and COUNTY shall retain all records relating to the performance of this
6 Agreement for said three-year period, except that those records pertaining to
7 any audit then in progress, or to any claims or litigation, shall be retained
8 beyond said three-year period, until final resolution of said audit, claim or
9 litigation.

10 **K. ALTERATION OF TERMS:**

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

16 **L. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

2 amendment to this Agreement does not materially change any other
3 provision of this Agreement.

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

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

- 8 • ~~Ten~~~~Fifteen~~ one hundredths of one (0.1~~05~~) Sergeant
9 (~~812~~ hours per two-week pay period)
- 10 • One (1) Staff Specialist
11 (80 hours per two-week pay period)
- 12 • One (1) Office Specialist
13 (80 hours per two-week pay period)

14 4. Fee revenue generated by CITY may be used to reimburse CITY for
15 expenditures for equipment and/or supplies directly in support of the
16 Program. In order for an expenditure for equipment and/or supplies to be
17 eligible for reimbursement, CITY shall submit a request for and obtain pre-
18 approval of the expenditure by using the form as shown in Attachment G.
19 The request shall be submitted within the budget schedule established by
20 SHERIFF. SHERIFF shall approve the expenditure only if both of the
21 following conditions are satisfied: 1) there are sufficient Program funds,
22 attributable to revenue generated by the CITY's fee, to pay for the requested
23 purchase, and 2) CITY will use the equipment and/or supplies, during their
24 entire useful life, only for purposes authorized by its TVAP resolution in
25 effect at the time of purchase. In the event that CITY terminates its
26 participation in the Program, CITY agrees that the equipment purchased by
27 CITY and reimbursed by Program funds will continue to be used, during the
28 remainder of its useful life, exclusively for the purposes authorized by CITY's

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

2 TVAP resolution in effect at the time of purchase.

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

18 **N. MOBILE DATA COMPUTERS:**

- 19 1. As part of the law enforcement services to be provided to CITY, COUNTY
20 has provided, or will provide, mobile data computers (hereinafter called
21 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
22 designated by COUNTY for use within CITY limits.
- 23 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
24 services related to this Agreement.
- 25 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
26 installation of MDCs that are or will be mounted in patrol vehicles and
27 motorcycles assigned to CITY, and b) recurring costs, as deemed
28 necessary by COUNTY, including the costs of maintenance and

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

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

4 The costs to be paid by CITY for recurring costs, including maintenance
5 and replacement/upgrade of MDCs, are included in the costs set forth in
6 Attachment C and the Maximum Obligation of CITY set forth in Subsection
7 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
8 not be charged additional amounts for maintenance or
9 replacement/upgrade of said MDCs during the period July 1, 201~~7~~⁶ through
10 June 30, 201~~8~~⁷.

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

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

27 //

28 //

O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are 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 E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, 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 replacement/upgrade of said E-Citation units during the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷.

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

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units 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 E-Citation units.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

