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

THIS AGREEMENT is entered into this First day of May 2016⁵, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA NIGUEL, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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- Attachment G: TVAP Form

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 20165 and terminate June
3 30, 20176 unless earlier terminated by either party or extended in the manner
4 set forth herein.

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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 June
9 30, 20176 for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 20176 and June 30, 20187 law enforcement services similar
11 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
12 Manager, on behalf of CITY, are authorized to execute a written amendment
13 to this Agreement that provides as follows and does not materially alter
14 other terms of the Agreement: SHERIFF shall continue to provide to CITY
15 all or a designated part of the law enforcement services specified herein, for
16 a specified time period between July 1, 20176 and August 31, 20176 and
17 CITY shall pay COUNTY the full costs of providing such services. Such full
18 costs may be greater than those listed herein for the period July 1, 20165
19 through June 30, 20176. SHERIFF and CITY Manager shall file copies of
20 any such amendments to this Agreement with the Clerk of COUNTY's
21 Board of Supervisors and CITY's Clerk.

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

3 2. The night, day and evening patrol and supervisory shifts will be established
4 by SHERIFF. Personnel of each shift may work varying and different times
5 and may be deployed to other shifts when, in the opinion of SHERIFF and
6 CITY Manager, the need arises. Any long-term shift deployment change
7 will be reported to CITY’s Council.

8 3. The level of service, other than for licensing, to be provided by COUNTY for
9 the period July 1, 20165 through June 30, 20176, is shall be as follows set
10 forth in Attachment A and incorporated herein by this reference.:

11 **Management:**

- 12 • ~~One (1) Lieutenant~~

13 **Supervision:**

- 14 • ~~Five (5) Sergeants~~
15 ~~(each 80 hours per two-week pay period)~~

16 **Investigation Services:**

- 17 • ~~Two (2) Investigators~~
18 ~~(each 80 hours per two-week pay period)~~
- 19 • ~~One half of one (0.50) Investigative Assistant~~
20 ~~(40 hours per two-week pay period)~~

21 **Patrol/Traffic Services:**

- 22 • ~~Twenty-two (22) Deputy Sheriff IIs - Patrol~~
23 ~~(each 80 hours per two-week pay period)~~
- 24 • ~~Three (3) Deputy Sheriff IIs - Motorcycle~~
25 ~~(each 80 hours per two-week pay period)~~

26 ~~Deployment to be determined by SHERIFF in cooperation with CITY~~
27 ~~Manager.~~

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Commercial Vehicle Enforcement Unit:

- ~~One half of one (0.50) Deputy Sheriff II~~
(40 hours per two-week pay period)

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

Community Support Unit:

- ~~One (1) Deputy Sheriff II~~
(80 hours per two-week pay period)
- ~~Thirty-five one hundredths of one (0.35) Deputy Sheriff II –~~
~~School Resource Officer~~
(28 hours per two-week pay period)
- ~~Two (2) Crime Prevention Specialists~~
(each 80 hours per two-week pay period)

Parking Control:

- ~~Three (3) Community Services Officers~~
(each 80 hours per two-week pay period)

Regional / Shared Staff:

- ~~7.12 percent of sixty one hundredths of one (0.60) Sergeant – Traffic~~
- ~~7.12 percent of four (4) Deputy Sheriff IIs – Traffic~~
- ~~7.12 percent of two (2) Investigative Assistants – Traffic~~
- ~~7.12 percent of one (1) Office Specialist – Traffic~~
- ~~4.72 percent of thirty one hundredths of one (0.30) Sergeant – Auto Theft~~
- ~~4.72 percent of two (2) Investigators – Auto Theft~~
- ~~4.72 percent of one (1) Investigative Assistant – Auto Theft~~
- ~~4.72 percent of one (1) Office Specialist – Auto Theft~~
- ~~11.62 percent of one (1) Sergeant – Directed Enforcement Team (DET)~~

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- ~~11.62 percent of one (1) Investigator — Directed Enforcement Team (DET)~~
- ~~9.50 percent of one (1) Office Specialist - Subpoena~~
- ~~23.35 percent of two (2) Investigative Assistants — Court~~
- ~~9.38 percent of one half of one (0.50) Motorcycle Sergeant~~

C. REGULAR SERVICES BY COUNTY: (Continued)

4. For any service listed in ~~Attachment A Subsection C-3~~ of 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-3-2~~ 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-4-3~~ of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to CITY as soon as possible once the emergency situation is under control.

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

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

9 investigatory services related to the licensing ordinances listed in
 10 Attachment A-B hereto, except the investigations relating to initial
 11 applications for which this subsection provides.

12 8. COUNTY or CITY, upon thirty (30) days notice and mutual written
 13 agreement, shall increase or decrease the service levels provided herein,
 14 and the obligation of CITY to pay for services shall be concomitantly
 15 adjusted.

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 Subsection C-3 of this Agreement,
 24 CITY shall reimburse COUNTY for such additional services, at an amount
 25 computed by SHERIFF, based on the current year's COUNTY law
 26 enforcement cost study. The cost of these enhanced services shall be in
 27 addition to the Maximum Obligation of CITY set forth in Subsection G-23 of

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1 this Agreement. SHERIFF shall bill CITY immediately after each such
2 event.

3 2. Supplemental services for occasional events operated by private individuals
4 and entities on non-CITY property. At the request of CITY, through its City
5 Manager, and within the limitations set forth in this Ssubsection D-2,
6 SHERIFF may provide supplemental law enforcement services to preserve
7 the peace at special events or occurrences that occur on an occasional
8 basis and are operated by private individuals or private entities on non-CITY
9 property. SHERIFF shall determine personnel and equipment needed for

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

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

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3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will

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

provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY 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-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately after each such event.

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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 Subsection C-3 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

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shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-23 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

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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 Subsection G-2Attachment C and incorporated herein by this reference. and in the Maximum Obligation of CITY set forth in Subsection G-23. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in

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

Subsection G-2Attachment C and in the Maximum Obligation set forth in Subsection G-23 has been established without written notification to the CITY.

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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

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1 for replacement and upgrade of such PVS when they become functionally
2 or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance
4 and replacement/upgrade of PVS, are included in the costs set forth in
5 Subsection G-2 Attachment C and the Maximum Obligation of CITY set forth
6 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such
7 costs. CITY shall not be charged additional amounts for maintenance or
8 replacement/upgrade of said PVS during the period July 1, 201~~65~~
9 June 30, 201~~76~~.

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10 4. If, following the initial acquisition of PVS referenced above, CITY requires
11 PVS for additional patrol cars designated for use in the CITY service area,
12 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
13 CITY will pay to COUNTY a) the full costs of acquisition and installation of
14 said additional PVS, and b) the full recurring costs for said PVS, as deemed
15 necessary by COUNTY, including the costs of maintenance, and

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

17 contributions to a fund for replacement and upgrade of such PVS when they
18 become functionally or technologically obsolete. Said costs related to
19 additional PVS are not included in, and are in addition to, the costs set forth
20 in Subsection G-2 Attachment C and the Maximum Obligation of CITY set
21 forth in Subsection G-~~23~~ of this Agreement.

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

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

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

7 **G. PAYMENT:**

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

13 2. Unless the level of service ~~described in Subsection C-3~~ set forth in
 14 Attachment A is increased or decreased pursuant to mutual agreement of
 15 the parties or decreased pursuant to Subsection K-2, or CITY is required to
 16 pay for increases as set forth in Subsection G-45; or the cost to COUNTY
 17 for providing the services described herein decreases, the costs of services
 18 described in Attachment A ~~Section C~~ of

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

20 this Agreement, other than Licensing Services, to be provided by the
 21 COUNTY for the period July 1, 2016~~5~~ through June 30, 2017~~6~~ and the
 22 Maximum Obligation of CITY, shall be \$11,307,605 as set forth in
 23 Attachment C. ~~as follows:~~

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Management:	
• One (1) Lieutenant	
@ \$319,245/each	\$ 319,245

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Supervision:

• Five (5) Sergeants
@ \$277,869/each \$ 1,389,345

Investigation Services:

• Two (2) Investigators
@ \$275,999/each \$ 551,998
• One half of one (0.50) Investigative Assistant
@ \$152,894/each \$ 76,447

Patrol/Traffic Services:

• Twenty-two (22) Deputy Sheriff IIs - Patrol
@ \$230,739/each \$ 5,076,258
• Three (3) Deputy Sheriff IIs - Motorcycle
@ \$235,922/each \$ 707,766

Commercial Vehicle Enforcement Unit:

• One half of one (0.50) Deputy Sheriff II
@ \$230,184/each \$ 115,092

Community Support Unit:

• One (1) Deputy Sheriff II
@ \$230,739/each \$ 230,739

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G. PAYMENT: (Continued)

SERVICE COST OF SERVICE

• Thirty-five one hundredths of one (0.35) Deputy Sheriff II -
School Resource Officer
@ \$230,737/each \$ 80,758
• Two (2) Crime Prevention Specialists
@ \$92,906/each \$ 185,812

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Parking Control:

• Three (3) Community Services Officers
@ \$114,355/each \$ 343,065

Regional / Shared Staff:

• 7.12% of sixty one hundredths of one (0.60)
Sergeant – Traffic
@ \$281,289/each \$ 12,017
• 7.12% of four (4) Deputy Sheriff IIs - Traffic
@ \$245,706/each \$ 69,977
• 7.12% of two (2) Investigative Assistants - Traffic
@ \$115,074/each \$ 16,387
• 7.12% of one (1) Office Specialist - Traffic
@ \$92,928/each, \$ 6,616
• 4.72% of thirty one hundredths of one (0.30)
Sergeant – Auto Theft
@ \$280,513/each \$ 3,972
• 4.72% of two (2) Investigators – Auto Theft
@ \$251,035/each \$ 23,698
• 4.72% of one (1) Investigative Assistant – Auto Theft
@ \$119,265/each \$ 5,629
#

G. PAYMENT: (Continued)

<u>SERVICE</u>	<u>COST OF SERVICE</u>
• 4.72% of one (1) Office Specialist – Auto Theft @ \$91,980/each	\$ 4,341
• 11.62% of one (1) Sergeant – Directed Enforcement Team (DET) @ \$379,854/each	\$ 44,139

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● 11.62% of one (1) Investigator — Directed Enforcement Team (DET)
 @ \$300,961/each \$ 34,972

● 9.50% of one (1) Office Specialist — Subpoena
 @ \$84,796/each \$ 8,056

● 23.35% of two (2) Investigative Assistants — Court
 @ \$116,732/each \$ 54,514

● 9.38% of one half of one (0.50) Motorcycle Sergeant
 @ \$308,496/each \$ 14,468

Other Charges and Credits: \$ 1,318,845

Charges: Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; E-citation; enhanced helicopter response services; facility lease; holiday pay; comp and straight time; Integrated Law & Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol training cost allocation; patrol video systems (PVS) acquisition and recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance.

#

#

G. PAYMENT: (Continued)

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Credits: Local assistance funding; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 2015-16.	
TOTAL COST OF SERVICES:	<u>\$ 10,694,156</u>

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

6 ~~3. Unless the level of service described in Subsection C-3 is increased or~~
 7 ~~decreased pursuant to mutual agreement of the parties, or decreased~~
 8 ~~pursuant to Subsection K-2, or CITY is required to pay increases as set~~
 9 ~~forth in Subsection G-5; or the cost to COUNTY for providing the services~~
 10 ~~described herein decreases, the Maximum Obligation of CITY for services,~~
 11 ~~other than Licensing Services, described in Section C of this Agreement is~~
 12 ~~\$10,694,156 for the period July 1, 2015 through June 30, 2016.~~

13 ~~4.3.~~ COUNTY shall invoice CITY monthly. During the period July 1, 201~~65~~
 14 through June 30, 201~~76~~, said invoices will require payment by CITY of one-
 15 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-
 16 ~~23~~ of this Agreement, as said Maximum Obligation may have been
 17 decreased pursuant to Subsection K-2 or increased or decreased pursuant
 18 to mutual agreement of the parties. In addition, if a determination is made
 19 that increases described in Subsection G-~~45~~ must be paid, COUNTY
 20 thereafter shall include the pro-rata charges for such increases in its
 21 monthly invoices to CITY for the balance of the period between July 1,
 22 201~~65~~ and June 30, 201~~76~~.

23 ~~45-a.~~ At the time this Agreement is executed, there are unresolved issues
 24 pertaining to potential changes in salaries and benefits for COUNTY
 25 employees. The costs of such potential changes are not included in the
 26 Fiscal Year 201~~65-176~~ cost set forth in ~~Subsection G-2~~Attachment C nor in
 27 the Fiscal Year 201~~65-176~~ Maximum Obligation of CITY set forth in

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1 Subsection G-23 of this

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

3 Agreement. If the changes result in the COUNTY incurring or becoming
 4 obligated to pay for increased costs for or on account of personnel whose
 5 costs are included in the calculations of costs charged to CITY hereunder,
 6 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
 7 Subsection G-23 of this Agreement, the full costs of said increases to the
 8 extent such increases are attributable to work performed by such personnel
 9 after July 1, 20165, and CITY's Maximum Obligation hereunder shall be
 10 deemed to have increased accordingly. CITY shall pay COUNTY in full for
 11 such increases on a pro-rata basis over the portion of the period between
 12 July 1, 20165 and June 30, 20176 remaining after COUNTY notifies CITY
 13 that increases are payable. If the changes result in the COUNTY incurring
 14 or becoming obligated to pay for decreased costs for or on account of
 15 personnel whose costs are included in the calculations of costs charged to
 16 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
 17 the extent such decreases are attributable to work performed by such
 18 personnel during the period July 1, 20165 through June 30, 20176, and
 19 CITY's Maximum Obligation hereunder shall be deemed to have decreased
 20 accordingly. COUNTY shall reduce required payment by CITY in full for
 21 such decreases on a pro-rata basis over the portion of the period between
 22 July 1, 20165 and June 30, 20176 remaining after COUNTY notifies CITY
 23 that the Maximum Obligation has decreased.

24 45-b. If CITY is required to pay for increases as set forth in Subsection G-45a
 25 above, COUNTY, at the request of CITY will thereafter reduce the level of
 26 service to be provided to CITY as set forth in Attachment Apursuant to
 27 Subsection C-3 of this Agreement to a level that will make the Maximum

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1 Obligation of CITY hereunder for the period July 1, 201~~6~~⁵ through June 30,
 2 201~~7~~⁶ an amount specified by CITY that is equivalent to or higher or lower
 3 than the Maximum Obligation set forth in

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

5 Subsection G-~~2~~³ for said period at the time this Agreement originally was
 6 executed. The purpose of such adjustment of service levels will be to give
 7 CITY the option of keeping its Maximum Obligation hereunder at the pre-
 8 increase level or at any other higher or lower level specified by CITY. In the
 9 event of such reduction in level of service and adjustment of costs, the
 10 parties shall execute an amendment to this Agreement so providing.
 11 Decisions about how to reduce the level of service provided to CITY shall be
 12 made by SHERIFF with the approval of CITY.

13 ~~5~~⁶. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
 14 approved County Billing Policy, which is attached hereto as Attachment ~~D~~^B
 15 and incorporated herein by this reference.

16 ~~6~~⁷. COUNTY shall charge CITY late payment penalties in accordance with
 17 County Billing Policy.

18 ~~7~~⁸. As payment for the Licensing Services described in Subsection C-7 of this
 19 Agreement, COUNTY shall retain all fees paid by applicants for licenses
 20 pursuant to CITY ordinances listed in Attachment ~~A~~^B hereto. Retention of
 21 said fees by COUNTY shall constitute payment in full to COUNTY for costs
 22 incurred by COUNTY in performing the functions related to licensing
 23 described in Subsection C-7; provided, however, that if any of said fees are
 24 waived or reduced by CITY, CITY shall pay to COUNTY the difference
 25 between the amount of fees retained by COUNTY and the fees that were
 26 set forth in the ordinances listed in Attachment ~~B~~^A at the time this
 27 Agreement was executed. If CITY increases the fee schedule for the
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1 licensing ordinances set forth in Attachment BA, either party shall have the
2 right to seek amendment of this Agreement with respect to the division of
3 the increased fees between CITY and COUNTY.

4 //

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

6 89. Fees generated or collected by SHERIFF contract personnel for copying of
7 documents related to the services provided in this Agreement will be at
8 COUNTY-established rates and will be credited to CITY on an annual basis.

9 940. Narcotic asset forfeitures will be handled pursuant to Attachment C-E
10 hereto, which is incorporated herein by this reference.

11 **H. NOTICES:**

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

16 **CITY:** ATTN: CITY MANAGER
17 30111 CROWN VALLEY PARKWAY
18 LAGUNA NIGUEL, CA 92677

19 **COUNTY:**ATTN: LAW ENFORCEMENT CONTRACT MANAGER
20 SHERIFF-CORONER DEPARTMENT
21 320 NORTH FLOWER STREET, SUITE 108
22 SANTA ANA, CA 92703

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

26 **I. STATUS OF COUNTY:**

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1 COUNTY is, and at all times shall be deemed to be, an independent
 2 contractor. Nothing herein contained shall be construed as creating the
 3 relationship of employer and employee, or principal and agent, between CITY
 4 and COUNTY or any of COUNTY's agents or employees. COUNTY and its
 5 SHERIFF shall retain all authority for rendition of services, standards of
 6 performance, control of personnel, and other matters incident to the
 7 performance of services by

8 **I. STATUS OF COUNTY:** (Continued)

9 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
 10 shall not be entitled to any rights or privileges of CITY employees and shall not
 11 be considered in any manner to be CITY employees.

12 **J. STATE AUDIT:**

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

21 **K. ALTERATION OF TERMS:**

22 1. This Agreement fully expresses all understanding of CITY and COUNTY
 23 with respect to the subject matter of this Agreement and shall constitute the
 24 total Agreement between the parties for these purposes. No addition to, or
 25 alteration of, the terms of this Agreement shall be valid unless made in
 26 writing, formally approved and executed by duly authorized agents of both
 27 parties.
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1 2. CITY may unilaterally eliminate or reduce the level of certain services to be
 2 provided by the COUNTY as set forth in Attachment A pursuant to
 3 Subsection C-3 of this Agreement. The services that CITY may unilaterally
 4 eliminate or reduce are the following:

- 5 • Parking Control – fourthree (43) Community Service Officers

6 In order to eliminate or reduce some or all of these services, CITY shall
 7 provide COUNTY with written notice of the elimination or reduction ninety
 8 (90) days in advance of the effective date of the elimination or reduction in

9 **K. ALTERATION OF TERMS:** (Continued)

10 services. At the expiration of the 90-day notice period, COUNTY shall
 11 cease providing the services indicated in the notice and CITY shall no
 12 longer be obligated to pay for those services.

13 **L. INDEMNIFICATION:**

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

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1 Agreement, including, but not limited to, any act or omission related to the
 2 maintenance or condition of any vehicle or motorcycle that is owned or
 3 possessed by CITY and used by COUNTY personnel in the performance of
 4 this Agreement, for property damage, bodily injury or death or any other
 5 element of damage of any kind or nature, and CITY shall defend, at its
 6 expense including attorney fees, and with counsel approved in writing by
 7 COUNTY, COUNTY and its elected and appointed officials, officers, agents,
 8 employees, subcontractors and independent contractors in any legal action
 9 or claim of any kind based or asserted upon such condition of public street

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

11 or work or property, or illegality or unconstitutionality of a municipal
 12 ordinance, or alleged acts or omissions. If judgment is entered against CITY
 13 and COUNTY by a court of competent jurisdiction because of the
 14 concurrent active negligence of either party, CITY and COUNTY agree that
 15 liability will be apportioned as determined by the court. Neither party shall
 16 request a jury apportionment.

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

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

3 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM**

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4 1. COUNTY has established a Traffic Violator Apprehension Program [“the
5 Program”], which is operated by SHERIFF, and is designed to reduce
6 vehicle accidents caused by unlicensed drivers and drivers whose licenses
7 are suspended and to educate the public about the requirements of the
8 Vehicle Code and related safety issues with regard to driver licensing,
9 vehicle registration, vehicle operation, and vehicle parking. The Program
10 operates throughout the unincorporated areas of the COUNTY and in the
11 cities that contract with COUNTY for SHERIFF’s law enforcement services,

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

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
18 is attached hereto as Attachment FD and incorporated into this Agreement
19 by reference [hereinafter called a “TVAP resolution”], and has directed that
20 the revenue from such fee be used for the Program. CITY’s participation in
21 the Program may be terminated at any time by rescission or amendment of
22 the TVAP resolution that is attached hereto as Attachment FD. In the event
23 CITY 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
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1 amended or new TVAP resolution for Attachment ~~D-F~~ hereto, as long as
2 said 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-one~~Fifteen hundredths of one (0.~~150~~) Sergeant
9 (128 hours per two-week pay period)
- 10 • One (1) Staff Specialist
11 (80 hours per two-week pay period)

12 //

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

- 14 • One (1) Office Specialist
15 (80 hours per two-week pay period)

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

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1 In the event that CITY terminates its participation in the Program, CITY
 2 agrees that the equipment purchased by CITY and reimbursed by Program
 3 funds will continue to be used, during the remainder of its useful life,
 4 exclusively for the purposes authorized by CITY's TVAP resolution in effect
 5 at the time of purchase.

6 5. In the event the fees adopted by COUNTY, CITY and other participating
 7 jurisdictions are not adequate to continue operation of the Program at the
 8 level at which it operated previously, COUNTY, at the option of CITY, will
 9 reduce the level of Program service to be provided to CITY or will continue
 10 to provide the existing level of Program services. COUNTY will charge CITY
 11 the cost of any Program operations that exceed the revenue generated by
 12 fees. Such charges shall be in addition to the Maximum Obligation of CITY
 13 set forth in Subsection G-3-2 of this Agreement. The amount of any
 14 revenue

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

16 shortfall charged to CITY will be determined, at the time the revenue
 17 shortfall is experienced, according to CITY's share of Program services
 18 rendered. In the event of a reduction in level of Program service,
 19 termination of Program service or adjustment of costs, the parties shall
 20 execute an amendment to this Agreement so providing. Decisions about
 21 how to reduce the level of Program service provided to CITY shall be made
 22 by SHERIFF with the approval of CITY.

23 **N. MOBILE DATA COMPUTERS:**

24 1. As part of the law enforcement services to be provided to CITY, COUNTY
 25 has provided, or will provide, mobile data computers (hereinafter called
 26 "MDCs") that are or will be mounted in patrol vehicles and motorcycles
 27 designated by COUNTY for use within CITY limits.
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1 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
2 services related to this Agreement.

3 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
4 installation of MDCs that are or will be mounted in patrol vehicles and
5 motorcycles assigned to CITY, and b) recurring costs, as deemed
6 necessary by COUNTY, including the costs of maintenance and
7 contributions to a fund for replacement and upgrade of such MDCs when
8 they become functionally or technologically obsolete.

9 The costs to be paid by CITY for recurring costs, including maintenance
10 and replacement/upgrade of MDCs, are included in the costs set forth in
11 Subsection G-2 Attachment C and the Maximum Obligation of CITY set forth
12 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such
13 costs. CITY shall not be charged additional amounts for maintenance or
14 replacement/upgrade of said MDCs during the period July 1, 201~~65~~
15 June 30, 201~~75~~76.

16 //

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

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

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1 ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth
2 in Subsection G-~~23~~ of this Agreement.

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

8 **O. E-CITATION UNITS:**

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9 1. As part of the law enforcement services to be provided to CITY, COUNTY
10 has provided, or will provide, E-Citation units designated by COUNTY for
11 use within CITY limits.

12 2. SHERIFF has the exclusive right to use said E-Citation units for law
13 enforcement services related to this Agreement.

14 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
15 E-Citation units that are assigned to CITY, and b) recurring costs, as
16 deemed necessary by COUNTY, including the costs of maintenance and
17 contributions to a fund for replacement and upgrade of such E-Citation units
18 when they become functionally or technologically obsolete.

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

20 The costs to be paid by CITY for recurring costs, including maintenance
21 and replacement/upgrade of E-Citation units, are included in the costs set
22 forth in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY
23 set forth in Subsection G-~~23~~ of this Agreement unless CITY has already
24 paid such costs. CITY shall not be charged additional amounts for
25 maintenance or replacement/upgrade of said E-Citation units during the
26 period July 1, 201~~6~~5 through June 30, 201~~7~~6.

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- 1 4. If, following the initial acquisition of E-Citation units referenced above, CITY
- 2 requires E-Citation units designated for use in CITY, COUNTY will purchase
- 3 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
- 4 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
- 5 and b) the full recurring costs for said E-Citation units, as deemed
- 6 necessary by COUNTY, including the costs of maintenance, and
- 7 contributions to a fund for replacement and upgrade of such E-Citation
- 8 units when they become functionally or technologically obsolete. Said costs
- 9 related to additional E-Citation units are not included in, and are in addition
- 10 to, the costs set forth in Subsection G-2 Attachment C and the Maximum
- 11 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.
- 12 5. COUNTY will replace and/or upgrade E-Citation units as needed. The
- 13 costs of replacing/upgrading E-Citation units shall be paid by COUNTY
- 14 from the replacement/upgrade funds to be paid by CITY in accordance with
- 15 the foregoing. CITY shall not be charged any additional charge to replace
- 16 or upgrade E-Citation units.

17 //

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21 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the

22 County of Orange, State of California.

23 DATED: _____

24 CITY OF LAGUNA NIGUEL

25 ATTEST: _____

26 City Clerk

27 BY: _____

28 Mayor

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APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler
Interim Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

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