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**AGREEMENT
BETWEEN THE
CITY OF LAKE FOREST
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 LAKE FOREST, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, ~~2015-2016~~ and terminate
3 June 30, 201~~7~~6 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 June
9 30, 201~~7~~6 for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 201~~7~~6 and June 30, 201~~8~~7, 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, 201~~7~~6 and
17 August 31, 201~~7~~6, 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, 201~~6~~5 through June 30, 201~~7~~6. 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.

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~~65~~ through June 30, 201~~76~~ is set forth in Attachment
9 A and incorporated herein by this reference. shall be as follows:

10 **Management:**

- 11 • ~~One (1) Lieutenant~~

12 **Supervision:**

- 13 • ~~Four (4) Sergeants – Patrol~~

14 ~~(each 80 hours per two-week pay period)~~

- 15 • ~~One (1) Sergeant – Administrative (80 hours per two-week pay period)~~

16 **Investigation Services:**

- 17 • ~~Three (3) Investigators~~

18 ~~(each 80 hours per two-week pay period)~~

- 19 • ~~One (1) Investigative Assistant (80 hours per two-week pay period)~~

20 **Patrol Services:**

- 21 • ~~Thirty one (31) Deputy Sheriff IIs – Patrol~~

22 ~~(each 80 hours per two-week pay period)~~

23 ~~Deployment to be determined by SHERIFF in cooperation with CITY~~
24 ~~Manager.~~

25 **Traffic Services:**

- 26 • ~~Three (3) Deputy Sheriff IIs – Motorcycle~~

27 ~~(each 80 hours per two-week pay period)~~

28

1 Deployment to be determined by SHERIFF in cooperation with CITY
2 Manager.

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

4 ~~Community Support Unit:~~

- 5 • ~~Two (2) Deputy Sheriff IIs~~

6 ~~(each 80 hours per two-week pay period)~~

7 Deployment to be determined by SHERIFF in cooperation with CITY
8 Manager.

9 ~~Commercial Vehicle Enforcement Unit:~~

- 10 • ~~One (1) Deputy Sheriff II~~

11 ~~(80 hours per two-week pay period)~~

12 Deployment to be determined by SHERIFF in cooperation with CITY
13 Manager.

14 ~~Parking Control:~~

- 15 • ~~Four (4) Community Services Officers~~

16 ~~(each 80 hours per two-week pay period)~~

17 ~~Crime Prevention:~~

- 18 • ~~One (1) Crime Prevention Specialist~~

19 ~~(80 hours per two-week pay period)~~

20 ~~Support Services:~~

- 21 • ~~One (1) Office Specialist~~

22 ~~(80 hours per two-week pay period)~~

23 ~~Regional / Shared Staff:~~

- 24 • ~~11.70 percent of sixty one hundredths of one (0.60) Sergeant – Traffic~~

25 • ~~11.70 percent of four (4) Deputy Sheriff IIs – Traffic~~

26 • ~~11.70 percent of two (2) Investigative Assistants – Traffic~~

27 • ~~11.70 percent of one (1) Office Specialist – Traffic~~

28

1 • ~~8.44 percent of thirty one hundredths of one (0.30) Sergeant — Auto~~
2 Theft

3 • ~~8.44 percent of two (2) Investigators — Auto Theft~~

4 • ~~8.44 percent of one (1) Investigative Assistant — Auto Theft~~

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

6 • ~~8.44 percent of one (1) Office Specialist — Auto Theft~~

7 • ~~14.19 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~

8 • ~~14.19 percent of one (1) Investigator — Directed Enforcement Team~~
9 (DET)

10 • ~~13.33 percent of one (1) Office Specialist — Subpoena~~

11 • ~~48.14 percent of two (2) Investigative Assistants — Court~~

12 • ~~9.38 percent of one-half of one (0.50) Motorcycle Sergeant~~

13 4. For any service listed in ~~Subsection C-3~~Attachment A of this Agreement
14 that is provided to CITY at less than 100% of a full-time SHERIFF position,
15 COUNTY retains the option to terminate such service in the event the other
16 city or cities that contract for the balance of the time of the employee
17 providing the service no longer pay(s) for such service and CITY does not
18 request the Agreement be amended to provide for payment of 100% of the
19 cost of the employee providing such service. The Maximum Obligation of
20 CITY set forth in ~~Subsection G-23~~ shall be adjusted accordingly.

21 5. All services contracted for in this Agreement may not be operational on the
22 precise date specified in this Agreement. In those instances, SHERIFF
23 shall notify CITY Manager of the date or dates such service or services are
24 to be implemented. SHERIFF shall reduce the monthly charges to CITY,
25 based on the actual date of implementation of the service or services.
26 Charges shall be reduced on the next monthly billing tendered in
27 accordance with ~~Subsection G-34~~ of this Agreement.

28

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

6 //

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

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

18 8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY
19 Manager, on behalf of CITY, are authorized to execute written amendments
20 to this Agreement to increase or decrease the level of service set forth in
21 Subsection C-3 Attachment A, when SHERIFF and CITY Manager mutually
22 agree that such increase or decrease in the level of service is appropriate.
23 Any such amendment to the Agreement shall concomitantly increase or
24 decrease the cost of services payable by CITY as set forth in Subsection G-
25 2 Attachment C and incorporated herein by this reference and the Maximum
26 Obligation of CITY set forth in Subsection G-32, in accordance with the
27 current year's COUNTY law enforcement cost study. SHERIFF and CITY
28 Manager shall file copies of any such amendments to this Agreement with

1 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.
2 Amendments to this Agreement executed by SHERIFF and CITY Manager
3 may not, in the aggregate, increase or decrease the cost of services
4 payable by CITY by more than one percent (1%) of the total cost originally
5 set forth in ~~Subsection G-2~~Attachment C and the Maximum Obligation
6 originally set forth in Subsection G-~~23~~.

7 //

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

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 ~~Subsection G-2~~Attachment C and the
13 Maximum Obligation originally set forth in Subsection G-~~23~~ of this
14 Agreement.

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

- 16 1. Enhanced services for events on CITY property. At the request of CITY,
17 through its City Manager, SHERIFF may provide enhanced law enforcement
18 services for functions, such as community events, conducted on property
19 that is owned, leased or operated by CITY. SHERIFF shall determine
20 personnel and equipment needed for such enhanced services. To the
21 extent the services provided at such events are at a level greater than that
22 specified in ~~Subsection G-3~~Attachment A of this Agreement, CITY shall
23 reimburse COUNTY for such additional services, at an amount computed by
24 SHERIFF, based on the current year's COUNTY law enforcement cost
25 study. The cost of these enhanced services shall be in addition to the
26 Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this
27 Agreement. SHERIFF shall bill CITY immediately after each such event.
28

1 2. Supplemental services for occasional events operated by private
2 individuals and entities on non-CITY property. At the request of CITY,
3 through its City Manager, and within the limitations set forth in this
4 Subsection D-2, SHERIFF may provide supplemental law enforcement
5 services to preserve the peace at special events or occurrences that occur
6 on an occasional basis and are operated by private individuals or private
7 entities on non-CITY property. SHERIFF shall determine personnel and
8 equipment needed for such supplemental services, and will provide such
9 supplemental services only if SHERIFF is able to do so without reducing
10 the normal and regular

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

12 ongoing services that SHERIFF otherwise would provide to CITY pursuant
13 to this Agreement. Such supplemental services shall be provided only by
14 regularly appointed full-time peace officers, at rates of pay governed by a
15 Memorandum of Understanding between COUNTY and the bargaining
16 unit(s) representing the peace officers providing the services. Such
17 supplemental services shall include only law enforcement duties and shall
18 not include services authorized to be provided by a private patrol operator,
19 as defined in Section 7582.1 of the Business and Professions Code. Law
20 enforcement support functions, including, but not limited to, clerical
21 functions and forensic science services, may be performed by non-peace
22 officer personnel if the services do not involve patrol or keeping the peace
23 and are incidental to the provision of law enforcement services. CITY shall
24 reimburse COUNTY its full, actual costs of providing such supplemental
25 services at an amount computed by SHERIFF, based on the current year's
26 COUNTY law enforcement cost study. The cost of these supplemental
27 services shall be in addition to the Maximum Obligation of CITY set forth in
28

1 Subsection G-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately
2 after each such event.

- 3 3. Supplemental services for events operated by public entities on non-CITY
4 property. At the request of CITY, through its City Manager, and within the
5 limitations set forth in this subsection D-3, SHERIFF may provide
6 supplemental law enforcement services to preserve the peace at special
7 events or occurrences that occur on an occasional basis and are operated
8 by public entities on non-CITY property. SHERIFF shall determine
9 personnel and equipment needed for such supplemental services, and will
10 provide such supplemental services only if SHERIFF is able to do so
11 without reducing services that SHERIFF otherwise would provide to CITY
12 pursuant

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

14 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
15 providing such supplemental services at an amount computed by SHERIFF,
16 based on the current year's COUNTY law enforcement cost study. The
17 cost of these supplemental services shall be in addition to the Maximum
18 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.
19 SHERIFF shall bill CITY immediately after each such event.

- 20 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
21 the services of the Sheriff at events, for which CITY issues permits, that are
22 operated by private individuals or entities or public entities. SHERIFF shall
23 determine personnel and equipment needed for said events. If said events
24 are in addition to the level of services listed in ~~Subsection C-3~~Attachment A
25 of this Agreement, CITY shall reimburse COUNTY for such additional
26 services at an amount computed by SHERIFF, based upon the current
27 year's COUNTY law enforcement cost study. The cost of these services
28 shall be in addition to the Maximum Obligation of CITY set forth in

1 Subsection G-~~3~~2 of this Agreement. SHERIFF shall bill CITY immediately
2 after said services are rendered.

- 3 5. In accordance with Government Code Section 51350, COUNTY has
4 adopted Board Resolution 89-1160 which identifies Countywide services,
5 including but not limited to helicopter response. SHERIFF through this
6 contract provides enhanced helicopter response services. The cost of
7 enhanced helicopter response services is included in the cost of services
8 set forth in ~~Subsection G-2~~Attachment C and in the Maximum Obligation of
9 CITY set forth in Subsection G-~~23~~23. COUNTY shall not charge any
10 additional amounts for enhanced helicopter services after the cost of
11 services set forth in ~~Subsection G-Attachment C2~~23 and in the Maximum
12 Obligation set forth in Subsection G-~~23~~23 has been established without written
13 notification to the CITY.

14 **E. PATROL VIDEO SYSTEMS:**

- 15 1. As part of the law enforcement services to be provided to CITY, COUNTY
16 has provided, or will provide, patrol video systems (hereinafter called "PVS")
17 that are or will be mounted in patrol vehicles designated by COUNTY for
18 use within CITY service area.
- 19 2. SHERIFF has the exclusive right to use said PVS for law enforcement
20 services related to this Agreement.
- 21 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
22 installation of Patrol Video Systems that are or will be mounted in patrol
23 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
24 COUNTY, including the costs of maintenance and contributions to a fund
25 for replacement and upgrade of such PVS when they become functionally
26 or technologically obsolete.

27 The costs to be paid by CITY for recurring costs, including maintenance and
28 replacement/upgrade of PVS, are included in the costs set forth in

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

- 6 4. If, following the initial acquisition of PVS referenced above, CITY requires
7 PVS for additional patrol cars designated for use in the CITY service area,
8 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
9 CITY will pay to COUNTY a) the full costs of acquisition and installation of
10 said additional PVS, and b) the full recurring costs for said PVS, as deemed
11 necessary by COUNTY, including the costs of maintenance, and
12 contributions to a fund for replacement and upgrade of such PVS when they
13 become functionally or technologically obsolete. Said costs related to
14 additional PVS are not included in, and are in addition to, the costs set forth

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

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

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

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

24 Upon receipt from SHERIFF of investigations of applications for licenses
25 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
26 whether to grant or deny the licenses and will issue the licenses or notify the
27 applicants of denial. CITY shall provide all attorney services related to the
28

1 granting, denial, revocation and administration of said licenses and the
2 enforcement of CITY ordinances pertaining to said licenses.

3 **G. PAYMENT:**

- 4 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
5 COUNTY the full costs of performing the services mutually agreed upon in
6 this Agreement. The costs of services include salaries, wages, benefits,
7 mileage, services, supplies, equipment, and divisional, departmental and
8 COUNTY General overhead.
- 9 2. Unless the level of service ~~described in set forth in Attachment A-Subsection~~
10 ~~C-3~~ is increased or decreased pursuant to mutual agreement of the parties,
11 or CITY is required to pay for increases as set forth in Subsection G-~~45~~, the
12 Maximum Obligation of CITY for services, other than Licensing Services,
13 set forth in Attachment A of this Agreement, to be provided by the COUNTY
14 for the period July 1, 201~~65~~ through June 30, 201~~76~~, shall be \$14,595,844
15 as set forth in Attachment C. follows:

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17 #

18 ~~G. PAYMENT: (Continued)~~

19 ~~SERVICE~~ ~~COST OF SERVICE~~

20 ~~Management:~~

- 21 ~~• One (1) Lieutenant~~

22 ~~@ \$318,682/each~~ ~~\$ 318,682~~

23 ~~Supervision:~~

- 24 ~~• Four (4) Sergeants - Patrol~~

25 ~~@ \$277,306/each~~ ~~\$ 1,109,224~~

- 26 ~~• One (1) Sergeant - Administrative~~

27 ~~@ \$277,306/each~~ ~~\$ 277,306~~

28 ~~Investigation Services:~~

1	• Three (3) Investigators	
2	@ \$274,542/each	\$ 823,626
3	• One (1) Investigative Assistant	
4	@ \$151,435/each	\$ 151,435
5	Patrol Services:	
6	• Thirty-one (31) Deputy Sheriff IIs - Patrol	
7	@ \$230,176/each	\$ 7,135,456
8	Traffic Services:	
9	• Three (3) Deputy Sheriff IIs - Motorcycle	
10	@ \$235,359/each	\$ 706,077
11	Community Support Unit:	
12	• Two (2) Deputy Sheriff IIs	
13	@ \$230,176/each	\$ 460,352
14	Commercial Vehicle Enforcement Unit:	
15	• One (1) Deputy Sheriff II	
16	@ \$230,176/each	\$ 230,176

17 #

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

19	<u>SERVICE</u>	<u>COST OF SERVICE</u>
20	Parking Control:	
21	• Four (4) Community Services Officers	
22	@ \$113,793/each	\$ 455,172
23	Crime Prevention:	
24	• One (1) Crime Prevention Specialist	
25	@ \$92,914/each	\$ 92,914
26	Support Services:	
27	• One (1) Office Specialist	
28	@ \$85,295/each	\$ 85,295

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28**Regional / Shared Staff:**

- ~~11.70% of sixty one hundredths of one (0.60)
Sergeant – Traffic
@ \$281,289/each \$ 19,746~~
- ~~11.70% of four (4) Deputy Sheriff IIs – Traffic
@ \$245,706/each \$ 114,990~~
- ~~11.70% of two (2) Investigative Assistants – Traffic
@ \$115,074/each \$ 26,927~~
- ~~11.70% of one (1) Office Specialist – Traffic
@ \$92,928/each \$ 10,873~~
- ~~8.44% of thirty one hundredths of one (0.30) Sergeant – Auto Theft
@ \$280,513/each \$ 7,103~~
- ~~8.44% of two (2) Investigators – Auto Theft
@ \$251,035/each \$ 42,375~~
- ~~8.44% of one (1) Investigative Assistant – Auto Theft
@ \$119,265/each \$ 10,066~~

#

G. PAYMENT: (Continued)

- | <u>SERVICE</u> | <u>COST OF SERVICE</u> |
|--|------------------------|
| • 8.44% of one (1) Office Specialist – Auto Theft
@ \$91,980/each | \$ 7,763 |
| • 14.19% of one (1) Sergeant – Directed Enforcement Team (DET)
@ \$379,854/each | \$ 53,901 |
| • 14.19% of one (1) Investigator – Directed Enforcement Team (DET)
@ \$300,961/each | \$ 42,706 |
| • 13.33% of one (1) Office Specialist – Subpoena
@ \$84,796/each | \$ 11,303 |
| • 48.14% of two (2) Investigative Assistants – Court | |

1 ~~@ \$116,740/each~~ ~~_____~~ ~~\$~~ ~~112,397~~

2 ~~• 9.38% of one half of one (0.50) Motorcycle Sergeant~~

3 ~~@ \$308,496/each~~ ~~_____~~ ~~\$~~ ~~14,468~~

4 ~~**Other Charges and Credits:**~~ ~~_____~~ ~~\$~~ ~~1,890,511~~

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

17 ~~#~~

18 ~~**G. PAYMENT:** (Continued)~~

19 ~~**Credits:** Local assistance funding; false alarm fees; overtime rate~~
20 ~~adjustment; reimbursement for training and miscellaneous~~
21 ~~programs; retirement rate discount FY 2015-16.~~

22 ~~_____~~ ~~**TOTAL COST OF SERVICES**~~ ~~_____~~ ~~**\$ 14,210,844**~~

23 ~~3. Unless this Agreement is extended as described in Subsection B-2, or the~~
24 ~~level of service described in Subsection C-3 of this Agreement is increased~~
25 ~~pursuant to mutual agreement of the parties, or CITY is required to pay~~
26 ~~increases as set forth in Subsection G-5, the Maximum Obligation of CITY~~
27 ~~for services, other than Licensing Services, described in Section C-3 of this~~

28

1 ~~Agreement to be provided by COUNTY for the period of July 1, 2015~~
2 ~~through June 30, 2016 is \$14,210,844.~~

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

8
9 ~~34.~~COUNTY shall invoice CITY monthly. During the period July 1, 201~~65~~
10 through June 30, 201~~76~~, said invoices will require payment by CITY of one-
11 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-
12 ~~23~~ of this Agreement, as said Maximum Obligation may have been
13 increased or decreased pursuant to mutual agreement of the parties. In
14 addition, if a determination is made that increases described in Subsection
15 G-~~45~~ must be paid, COUNTY thereafter shall include the pro-rata charges
16 for such increases in its monthly invoices to CITY for the balance of the
17 period between July 1, 201~~65~~ and June 30, 201~~76~~.

18 ~~45-a.~~ At the time this Agreement is executed, there are unresolved issues
19 pertaining to potential changes in salaries and benefits for COUNTY
20 employees. The costs of such potential changes are not included in the
21 Fiscal Year 201~~65-176~~ cost set forth in ~~Subsection G-2~~Attachment C nor in
22 the Fiscal Year 201~~65-176~~ Maximum Obligation of CITY set forth in
23 Subsection G-~~23~~ of this Agreement. If the changes result in the COUNTY
24 incurring or becoming obligated to pay for increased costs for or on account
25 of personnel whose

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

27 costs are included in the calculations of costs charged to CITY hereunder,
28 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in

1 Subsection G-~~23~~ of this Agreement, the full costs of said increases to the
2 extent such increases are attributable to work performed by such personnel
3 after July 1, 201~~65~~, and CITY's Maximum Obligation hereunder shall be
4 deemed to have increased accordingly. CITY shall pay COUNTY in full for
5 such increases on a pro-rata basis over the portion of the period between
6 July 1, 201~~65~~ and June 30, 201~~76~~ remaining after COUNTY notifies CITY
7 that increases are payable. If the changes result in the COUNTY incurring
8 or becoming obligated to pay for decreased costs for or on account of
9 personnel whose costs are included in the calculations of costs charged to
10 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
11 the extent such decreases are attributable to work performed by such
12 personnel during the period July 1, 201~~65~~ through June 30, 201~~76~~, and
13 CITY's Maximum Obligation hereunder shall be deemed to have decreased
14 accordingly. COUNTY shall reduce required payment by CITY in full for
15 such decreases on a pro-rata basis over the portion of the period between
16 July 1, 201~~65~~ and June 30, 201~~76~~ remaining after COUNTY notifies CITY
17 that the Maximum Obligation has decreased.

18 ~~45~~-b. If CITY is required to pay for increases as set forth in Subsection G-~~45~~a
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service to be provided to CITY as set forth in Attachment Apursuant to
21 Subsection C-3 of this Agreement to a level that will make the Maximum
22 Obligation of CITY hereunder for the period July 1, 201~~65~~ through June 30,
23 201~~76~~ an amount specified by CITY that is equivalent to or higher or lower
24 than the Maximum Obligation set forth in Subsection G-~~23~~ for said period at
25 the time this Agreement originally was executed. The purpose of such
26 adjustment of service levels will be to give

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

28

1 CITY the option of keeping its Maximum Obligation hereunder at the pre-
2 increase level or at any other higher or lower level specified by CITY. In the
3 event of such reduction in level of service and adjustment of costs, the
4 parties shall execute an amendment to this Agreement so providing.
5 Decisions about how to reduce the level of service provided to CITY shall
6 be made by SHERIFF with the approval of CITY.

7 ~~56.~~ CITY shall pay COUNTY in accordance with COUNTY Board of
8 Supervisors' approved County Billing Policy, which is attached hereto as
9 Attachment ~~DB~~ and incorporated herein by this reference.

10 ~~67.~~ COUNTY shall charge CITY late payment penalties in accordance with
11 County Billing Policy.

12 ~~8.~~ 7. As payment for the Licensing Services described in Subsection C-7 of
13 this Agreement, COUNTY shall retain all fees paid by applicants for licenses
14 pursuant to CITY ordinances listed in Attachment ~~BA~~ hereto. Retention of said
15 fees by COUNTY shall constitute payment in full to COUNTY for costs incurred
16 by COUNTY in performing the functions related to licensing described in
17 Subsection C-7; provided, however, that if any of said fees are waived or
18 reduced by CITY, CITY shall pay to COUNTY the difference between the
19 amount of fees retained by COUNTY and the fees that were set forth in the
20 ordinances listed in Attachment ~~BA~~ at the time this Agreement was executed.
21 If CITY increases the fee schedule for the licensing ordinances set forth in
22 Attachment ~~BA~~, either party shall have the right to seek amendment of this
23 Agreement with respect to the division of the increased fees between CITY and
24 COUNTY.

25 ~~9.~~ 8. Fees generated or collected by SHERIFF contract personnel for
26 copying of documents related to the services provided in this Agreement will be
27 at COUNTY-established rates and will be credited to CITY on an annual basis.

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

1 ~~10.~~ 9. Narcotic asset forfeitures will be handled pursuant to Attachment EG
2 hereto, which is incorporated herein by this reference.

3 **H. NOTICES:**

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

8 **CITY:** ATTN: CITY MANAGER

9 25550 COMMERCENTRE DRIVE

10 LAKE FOREST, CA 92630 – 8855

11 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

12 SHERIFF-CORONER DEPARTMENT

13 320 NORTH FLOWER STREET, SUITE 108

14 SANTA ANA, CA 92703

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

18 **I. STATUS OF COUNTY:**

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

28 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

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

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

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

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 without regard to jurisdictional boundaries, because an area-wide approach
13 to reduction of traffic accidents and driver education is most effective in
14 preventing traffic accidents. In order for CITY to participate in the Program,
15 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
16 amount and under the terms and conditions set forth in the resolution that is
17 attached hereto as Attachment ~~D~~E and incorporated into this Agreement by
18 reference [hereinafter called a “TVAP resolution”], and has directed that the
19 revenue from such fee be used for the Program. CITY’s participation in the
20 Program may be terminated at any time by rescission or amendment of the
21 TVAP resolution that is attached hereto as Attachment ~~F~~D. In the event
22 CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution
23 and adopts a new TVAP resolution pertaining to the above-referenced fee
24 and the Program, and 2) remains a participant in the Program thereafter,
25 CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY,
26 have authority to execute an amendment of this Agreement to substitute
27 CITY’s amended or new TVAP resolution for Attachment ~~F~~D hereto, as long
28

1 as said amendment to this Agreement does not materially change any other
2 provision of this Agreement.

3 //

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

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

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

- 9 • ~~Fifteen Ten~~ one hundredths of one (0.1~~50~~) Sergeant
10 (~~128~~ hours per two-week pay period)
- 11 • One (1) Staff Specialist
12 (80 hours per two-week pay period)
- 13 • One (1) Office Specialist
14 (80 hours per two-week pay period)

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

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

1 remainder of its useful life, exclusively for the purposes authorized by CITY's
2 TVAP resolution in effect at the time of purchase.

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

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

20 **O. N. MOBILE DATA COMPUTERS:**

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

1 motorcycles assigned to CITY, and b) recurring costs, as deemed
2 necessary by COUNTY, including the costs of maintenance and
3 contributions to a fund for replacement and upgrade of such MDCs when
4 they become functionally

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

6 or technologically obsolete.

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

- 14 4. If, following the initial acquisition of MDCs referenced above, CITY requires
15 MDCs for additional patrol cars or motorcycles designated for use in the
16 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
17 said additional MDCs. Upon demand by COUNTY, CITY will pay to
18 COUNTY a) the full costs of acquisition and installation of said additional
19 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
20 by COUNTY, including the costs of maintenance, and contributions to a
21 fund for replacement and upgrade of such MDCs when they become
22 functionally or technologically obsolete. Said costs related to additional
23 MDCs are not included in, and are in addition to, the costs set forth in
24 ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth
25 in Subsection G-~~23~~ of this Agreement.
- 26 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
27 replacing/upgrading MDCs shall be paid by COUNTY from the replacement/
28

1 upgrade funds to be paid by CITY in accordance with the foregoing. CITY
2 shall not be charged any additional charge to replace or upgrade MDCs.

3
4 **O. E-CITATION UNITS:**

- 5 1. As part of the law enforcement services to be provided to CITY, COUNTY
6 has provided, or will provide, E-Citation units designated by COUNTY for
7 use within CITY limits.
- 8 2. SHERIFF has the exclusive right to use said E-Citation units for law
9 enforcement services related to this Agreement.
- 10 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
11 E-Citation units that are assigned to CITY, and b) recurring costs, as
12 deemed necessary by COUNTY, including the costs of maintenance and
13 contributions to a fund for replacement and upgrade of such E-Citation units
14 when they become functionally or technologically obsolete.

15 The costs to be paid by CITY for recurring costs, including maintenance
16 and replacement/upgrade of E-Citation units, are included in the costs set
17 forth in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY
18 set forth in Subsection G-~~23~~ of this Agreement unless CITY has already
19 paid such costs. CITY shall not be charged additional amounts for
20 maintenance or replacement/upgrade of said E-Citation units during the
21 period July 1, 201~~65~~ through June 30, 201~~76~~.

- 22 4. If, following the initial acquisition of E-Citation units referenced above, CITY
23 requires E-Citation units designated for use in CITY, COUNTY will purchase
24 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
25 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
26 and b) the full recurring costs for said E-Citation units, as deemed
27 necessary by COUNTY, including the costs of maintenance, and
28 contributions to a fund for replacement and upgrade of such E-Citation units

1 when they become functionally or technologically obsolete. Said costs
 2 related to additional E-Citation units are not included in, and are in addition
 3 to, the costs set forth in ~~Subsection G-2~~Attachment C and the Maximum
 4 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.

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

8 5. COUNTY will replace and/or upgrade E-Citation units as needed. The
 9 costs of replacing/upgrading E-Citation units shall be paid by COUNTY from
 10 the replacement/upgrade funds to be paid by CITY in accordance with the
 11 foregoing. CITY shall not be charged any additional charge to replace or
 12 upgrade E-Citation units.

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

DATED: _____

CITY OF LAKE FOREST

ATTEST: _____
City Clerk

BY: _____
Mayor

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 of Orange, California

BY: _____
Deputy

DATED: _____