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**AGREEMENT  
BETWEEN THE  
CITY OF ALISO VIEJO  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this First day of May 201~~5~~<sup>6</sup>, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**RECITALS:**

**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, 201~~56~~67 and terminate  
3 June 30, 201~~67~~67 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~~67~~67 for COUNTY to provide to CITY, during all or part of the period  
10 between July 1, 201~~67~~67 and June 30, 201~~78~~78, 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~~67~~67 and  
17 August 31, 201~~67~~67, 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~~56~~56 through June 30, 201~~67~~67. 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 employees,  
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement  
25 services as hereinafter provided. Such services shall include the  
26 enforcement of lawful State statutes and lawful municipal ordinances of  
27 CITY other than licensing ordinances.

28

1 #

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 will  
7 be reported to the CITY's Council.
- 8 3. The level of service, other than for licensing, to be provided by the COUNTY  
9 for the period July 1, 2015~~6~~ through June 30, 2016~~7~~, ~~shall be as follows:~~is  
10 set forth in Attachment A and incorporated herein by this reference.

11 **Management:**

- 12 • ~~One (1) Lieutenant~~

13 **Supervision:**

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

15 ~~(80 hours per two-week pay period)~~

- 16 • ~~One (1) Sergeant - Patrol.~~

17 ~~(80 hours per two-week pay period)~~

- 18 • ~~Thirty-three one hundredths of one (0.33) Sergeant - Patrol~~

19 ~~(26.40 hours per two-week pay period)~~

20 **Investigation Services:**

- 21 • ~~Two (2) Investigators~~

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

- 23 • ~~One half of one (0.50) Investigative Assistant~~

24 ~~(40 hours per two-week pay period)~~

25 **Patrol Services:**

- 26 • ~~Fifteen (15) Deputy Sheriff IIs - Patrol~~

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

28

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

3 ~~#~~

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

5 ~~**Traffic Services:**~~

- 6 ~~• Two (2) Deputy Sheriff IIs - Motorcycle~~  
 7 ~~(each 80 hours per two-week pay period)~~

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

10 ~~**Crime Prevention:**~~

- 11 ~~• One (1) Crime Prevention Specialist~~  
 12 ~~(80 hours per two-week pay period)~~

13 ~~**Parking Control:**~~

- 14 ~~• Two (2) Community Service Officers~~  
 15 ~~(each 80 hours per two-week pay period)~~

16 ~~**Community Support Unit:**~~

- 17 ~~• Sixty five one hundredths of one (0.65) Deputy Sheriff II~~  
 18 ~~School Resource Officer (Shared)~~  
 19 ~~(52 hours per two-week pay period)~~

20 ~~**Additional Services:**~~

- 21 ~~• One half of one (0.50) Senior Emergency Management~~  
 22 ~~Program Coordinator~~  
 23 ~~(40 hours per two-week pay period)~~

- 24 ~~• Extra Help services as needed~~

25 ~~**Regional / Shared Staff:**~~

- 26 ~~• 4.89 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~
- 27 ~~• 4.89 percent of four (4) Deputy Sheriff IIs — Traffic~~

28

- ~~• 4.89 percent of two (2) Investigative Assistants — Traffic~~
- ~~• 4.89 percent of one (1) Office Specialist — Traffic~~
- ~~• 2.57 percent of thirty one hundredths of one (0.30) Sergeant —  
Auto Theft~~

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

- ~~• 2.57 percent of two (2) Investigators — Auto Theft~~
- ~~• 2.57 percent of one (1) Investigative Assistant — Auto Theft~~
- ~~• 2.57 percent of one (1) Office Specialist — Auto Theft~~
- ~~• 8.38 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~
- ~~• 8.38 percent of one (1) Investigator — Directed Enforcement Team (DET)~~
- ~~• 6.88 percent of one (1) Office Specialist — Subpoena~~
- ~~• 8.79 percent of two (2) Investigative Assistants — Courts~~
- ~~• 6.25 percent of one half of one (0.50) Motorcycle Sergeant~~
- ~~• Services Ins/Service Out~~
- ~~(Shared Services with Cities of Laguna Woods and Laguna Hills)~~

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 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

1 on the actual date of implementation of the service or services. Charges  
2 shall be reduced on the next monthly billing tendered in accordance with  
3 Subsection G-4 of this Agreement.

4 5. #

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

6 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
7 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
8 determines that the Lieutenant is needed elsewhere, SHERIFF will notify

9 C. REGULAR SERVICES BY COUNTY: (Continued)

10 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to  
11 CITY as soon as possible once the emergency situation is under control.

12 7. With respect to the licensing ordinances of CITY listed in Attachment A  
13 BYLK11 hereto, which is incorporated herein by this reference, SHERIFF shall  
14 receive applications for CITY licenses pursuant to said ordinances and  
15 complete investigations relating to such applications. Said investigations  
16 shall be forwarded to CITY Manager. COUNTY shall not provide any  
17 advisory, administrative, hearing or litigation attorney support or services  
18 related to licensing. COUNTY shall not provide any administrative or  
19 investigatory services related to the licensing ordinances listed in  
20 Attachment A-B hereto, except the investigations relating to initial  
21 applications for which this subsection provides.

22 ~~8.~~ With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY  
23 Manager, on behalf of CITY, are authorized to execute written amendments  
24 to this Agreement to increase or decrease the level of service set forth in  
25 Attachment A Subsection C-3, when SHERIFF and CITY Manager mutually  
26 agree that such increase or decrease in the level of service is appropriate.  
27 Any such amendment to the Agreement shall concomitantly increase or  
28



1 decrease the cost of services payable by CITY set forth in Attachment  
2 ~~C Subsection G-2~~ and incorporated herein by this reference, and the  
3 Maximum Obligation of CITY set forth in Subsection G-3, in accordance with  
4 the current year's COUNTY law enforcement cost study. SHERIFF and  
5 CITY Manager shall file copies of any such amendments to this Agreement  
6 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.  
7 Amendments to this Agreement executed by SHERIFF and

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

9 CITY Manager may not, in the aggregate, increase or decrease the cost of  
10 services payable by CITY by

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

12 more than one percent (1%) of the total cost originally set forth in  
13 Attachment C Subsection G-2 and the Maximum Obligation originally set  
14 forth in Subsection G-3.

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

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

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

1 specified in Attachment A Subsection C-3 of this Agreement, CITY shall  
2 reimburse COUNTY for such additional services, at an amount computed by  
3 SHERIFF, based on the current year's COUNTY law enforcement cost  
4 study. The cost of these enhanced services shall be in addition to the  
5 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
6 SHERIFF shall bill CITY immediately after each such event.

- 7 2. Supplemental services for occasional events operated by private individuals  
8 and entities on non-CITY property. At the request of CITY, through its City  
9 Manager, and within the limitations set forth in this Subsection D-2,  
10 SHERIFF may provide supplemental law enforcement services to preserve  
11 the peace at special events or occurrences that occur on an occasional

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

13 basis and are operated by private individuals or private entities on non-CITY  
14 property. SHERIFF shall determine personnel and equipment needed for  
15 such supplemental services, and will provide such supplemental services  
16 only if SHERIFF is able to do so without reducing the normal and regular  
17 ongoing services that SHERIFF otherwise would provide to CITY pursuant  
18 to this Agreement. Such supplemental services shall be provided only by  
19 regularly appointed full-time peace officers, at rates of pay governed by a  
20 Memorandum of Understanding between COUNTY and the bargaining  
21 unit(s) representing the peace officers providing the services. Such  
22 supplemental services shall include only law enforcement duties and shall  
23 not include services authorized to be provided by a private patrol operator,  
24 as defined in Section 7582.1 of the Business and Professions Code. Law  
25 enforcement support functions, including, but not limited to, clerical  
26 functions and forensic science services, may be performed by non-peace  
27 officer personnel if the services do not involve patrol or keeping the peace  
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1 and are incidental to the provision of law enforcement services. CITY shall  
 2 reimburse COUNTY its full, actual costs of providing such supplemental  
 3 services at an amount computed by SHERIFF, based on the current year's  
 4 COUNTY law enforcement cost study. The cost of these supplemental  
 5 services shall be in addition to the Maximum Obligation of CITY set forth in  
 6 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately  
 7 after each such event.

8 3. Supplemental services for events operated by public entities on non-CITY  
 9 property. At the request of CITY, through its City Manager, and within the  
 10 limitations set forth in this Subsection D-3, SHERIFF may provide  
 11

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

13 ~~3.~~ supplemental law enforcement services to preserve the peace at special  
 14 events or occurrences that occur on an occasional basis and are operated

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

16 by public entities on non-CITY property. SHERIFF shall determine  
 17 personnel and equipment needed for such supplemental services, and will  
 18 provide such supplemental services only if SHERIFF is able to do so without  
 19 reducing services that SHERIFF otherwise would provide to CITY pursuant  
 20 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of  
 21 providing such supplemental services at an amount computed by SHERIFF,  
 22 based on the current year's COUNTY law enforcement cost study. The cost  
 23 of these supplemental services shall be in addition to the Maximum  
 24 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF  
 25 shall bill CITY immediately after each such event.

26 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
 27 the services of SHERIFF at events, for which CITY issues permits, that are  
 28

1 operated by private individuals or entities or public entities. SHERIFF shall  
 2 determine personnel and equipment needed for said events. If said events  
 3 are in addition to the level of services listed in Attachment A Subsection G-3  
 4 of this Agreement, CITY shall reimburse COUNTY for such additional  
 5 services at an amount computed by SHERIFF, based upon the current  
 6 year's COUNTY law enforcement cost study. The cost of these services  
 7 shall be in addition to the Maximum Obligation of CITY set forth in  
 8 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately  
 9 after said services are rendered.

10 5. In accordance with Government Code Section 51350, COUNTY has  
 11 adopted Board Resolution 89-1160 which identifies Countywide services,  
 12 including but not limited to helicopter response. SHERIFF through this

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

14 (Continued)

15 ~~5.~~ -contract provides enhanced helicopter response services. The cost of  
 16 enhanced helicopter response services is included in the cost of services  
 17 set forth in Attachment C Subsection G-2 and in the Maximum Obligation of  
 18 CITY set forth

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

20 in Subsection G-3. COUNTY shall not charge any additional amounts for  
 21 enhanced helicopter services after the cost of services set forth in  
 22 Attachment C Subsection G-2 and in the Maximum Obligation set forth in  
 23 Subsection G-3 has been established without written notification to the  
 24 CITY.

25 **E. PATROL VIDEO SYSTEMS:**

26 1. As part of the law enforcement services to be provided to CITY, COUNTY  
 27 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
 28

1 that are or will be mounted in patrol vehicles designated by COUNTY for  
2 use within CITY service area.

- 3 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
4 services related to this Agreement.
- 5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
6 installation of Patrol Video Systems that are or will be mounted in patrol  
7 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by  
8 COUNTY, including the costs of maintenance and contributions to a fund for  
9 replacement and upgrade of such PVS when they become functionally or  
10 technologically obsolete.

11 The costs to be paid by CITY for recurring costs, including maintenance and  
12 replacement/upgrade of PVS, are included in the costs set forth in  
13 Attachment C Subsection G-2 and the Maximum Obligation of CITY set  
14 forth in Subsection G-3 of this Agreement unless CITY has already paid  
15 such costs. CITY shall not be charged additional amounts for maintenance  
16 or replacement/upgrade of said PVS during the period July 1, 20156  
17 through June 30, 20167.

18 E. PATROL VIDEO SYSTEMS: (Continued)

- 19 4. If, following the initial acquisition of PVS referenced above, CITY requires  
20 PVS for additional patrol cars designated for use in the CITY service area,  
21 COUNTY will purchase said additional PVS. Upon demand by COUNTY,  
22 CITY will pay to COUNTY a) the full costs of acquisition and installation of

23 E. PATROL VIDEO SYSTEMS: (Continued)

24 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
25 necessary by COUNTY, including the costs of maintenance, and  
26 contributions to a fund for replacement and upgrade of such PVS when they  
27 become functionally or technologically obsolete. Said costs related to  
28

1 additional PVS are not included in, and are in addition to, the costs set forth  
 2 in Attachment C Subsection G-2 and the Maximum Obligation of CITY set  
 3 forth in Subsection G-3 of this Agreement.

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

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

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

16 **G. PAYMENT:**

17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
 18 COUNTY the full costs of performing the services mutually agreed upon in

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

20 4. this Agreement. The costs of services include salaries, wages, benefits,  
 21 mileage, services, supplies, equipment, and divisional, departmental and  
 22 COUNTY General overhead.

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

26 2. Unless the level of service ~~described in Subsection C-3~~ set forth in  
 27 Attachment A is increased or decreased by mutual agreement of the parties,

28

1 or CITY is required to pay for increases as set forth in Subsection G-5, the  
 2 full cost of services described in ~~Subsection C-3~~Attachment A of this  
 3 Agreement, other than Licensing Services, to be provided by the COUNTY  
 4 for the period July 1, 201~~5~~6 through June 30, 201~~6~~7, shall be \$7,756,986 as  
 5 set forth in Attachment C. as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
----------------	------------------------

7 **Management:**

8 • ~~One (1) Lieutenant~~

9 @ ~~\$319,245/each~~ ~~\$ 319,245~~

10 **Supervision:**

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

12 @ ~~\$277,869/each~~ ~~\$ 277,869~~

13 • ~~One (1) Sergeant - Patrol~~

14 @ ~~\$277,869/each~~ ~~\$ 277,869~~

15 • ~~Thirty-three one hundredths of one (0.33) Sergeant - Patrol~~

16 @ ~~\$277,869/each~~ ~~\$ 91,697~~

17 **Investigation Services:**

18 • ~~Two (2) Investigators~~

19 @ ~~\$275,999/each~~ ~~\$ 551,998~~

20 • ~~One half of one (0.50) Investigative Assistant~~

21 @ ~~\$152,891/each~~ ~~\$ 76,449~~

22 **Patrol Services:**

23 • ~~Fifteen (15) Deputy Sheriff IIs - Patrol~~

24 @ ~~\$230,739/each~~ ~~\$ 3,461,085~~

25 #

26 #

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

28

	<u>SERVICE</u>	<u>COST OF SERVICE</u>
1		
2	<b>Traffic Services:</b>	
3	• Two (2) Deputy Sheriff IIs – Motorcycle	
4	@ \$235,922/each	\$ 471,844
5	<b>Crime Prevention:</b>	
6	• One (1) Crime Prevention Specialist	
7	@ \$92,906/each	\$ 92,906
8	<b>Parking Control:</b>	
9	• Two (2) Community Service Officers	
10	@ \$114,356/each	\$ 228,712
11	<b>Community Support Unit:</b>	
12	• Sixty-five one hundredths of one (0.65) Deputy Sheriff II –	
13	School Resource Officer	
14	@ \$230,739/each	\$ 149,980
15	<b>Additional Services:</b>	
16	• One half of one (0.50) Senior Emergency Management	
17	Program Coordinator	
18	@ \$107,314/each	\$ 53,657
19	• Extra Help services as needed	\$ 21,092
20	<b>Regional / Shared Staff:</b>	
21	• 4.89% of sixty one hundredths of one (0.60) Sergeant – Traffic	
22		@ \$281,289/each
23		\$ 8,253
24	• 4.89% of four (4) Deputy Sheriff IIs – Traffic	
25	@ \$245,706/each	\$ 48,060
26	• 4.89% of two (2) Investigative Assistants – Traffic	
27	@ \$115,074/each	\$ 11,254
28		



1 #

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

3	<u>SERVICE</u>	<u>COST OF SERVICE</u>
4	● <del>4.89% of one (1) Office Specialist – Traffic</del>	
5	<del>@ \$92,928/each</del>	\$ <del>4,544</del>
6	● <del>2.57% of thirty one hundredths of one (0.30) Sergeant – Auto Theft</del>	
7	<del>@ \$280,513/each</del>	\$ <del>2,163</del>
8	● <del>2.57% of two (2) Investigators – Auto Theft</del>	
9	<del>@ \$251,035/each</del>	\$ <del>12,903</del>
10	● <del>2.57% of one (1) Investigative Assistant – Auto Theft</del>	
11	<del>@ \$119,265/each</del>	\$ <del>3,065</del>
12	● <del>2.57% of one (1) Office Specialist – Auto Theft</del>	
13	<del>@ \$91,980/each</del>	\$ <del>2,364</del>
14	● <del>8.38% of one (1) Sergeant – Directed Enforcement Team (DET)</del>	
15	<del>@ \$379,854/each</del>	\$ <del>31,832</del>
16	● <del>8.38% of one (1) Investigator – Directed Enforcement Team (DET)</del>	
17	<del>@ \$300,961/each</del>	\$ <del>25,221</del>
18	● <del>6.88% of one (1) Office Specialist – Subpoena</del>	
19	<del>@ \$84,796/each</del>	\$ <del>5,834</del>
20	● <del>8.79% of two (2) Investigative Assistants – Courts</del>	
21	<del>@ \$116,732/each</del>	\$ <del>20,521</del>
22	● <del>6.25% of one half of one (0.50) Motorcycle Sergeant</del>	
23	<del>@ \$308,496/each</del>	\$ <del>9,641</del>
24	● <del>Services Ins/Services Outs (Credit for Shared Services</del>	
25	<del>with Cities of Laguna Woods and Laguna Hills)</del>	(\$ <del>19,030</del> )
26	● <del>Other Charges and Credits</del>	\$ <del>1,040,121</del>

27

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**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 system (PVS) recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance.~~

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

**TOTAL COST OF SERVICES** ~~\_\_\_\_\_~~ **\$ 7,281,149**

3. ~~Unless the level of service set forth in Attachment A described in Subsection C-3 is increased, or CITY is required to pay increases as set forth in Subsection G-5<sup>[YLK2]</sup>, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A described in Subsection C-3 of this Agreement, to be provided by the COUNTY for the period July 1, 2015~~6~~ through June 30, 2016~~7~~, is \$7,281,149~~7,756,986~~.~~

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

1 4. COUNTY shall invoice CITY monthly. During the period July 1, 20156  
2 through June 30, 20167, said invoices will require payment by CITY of one-  
3 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3  
4 of this Agreement, as said Maximum Obligation may have been increased  
5 or decreased pursuant to mutual agreement of the parties. In addition, if a  
6 determination is made that increases described in Subsection G-5<sup>[YLK3]</sup> must  
7 be paid, COUNTY thereafter shall include the pro-rata charges for such

8 G. PAYMENT:

9 (Continued)

10 4. increases in its monthly invoices to CITY for the balance of the period  
11 between July 1, 20156 and June 30, 20167.

12 5-a. At the time this Agreement is executed, there are unresolved issues  
13 pertaining to potential changes in salaries and benefits for COUNTY

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

15 employees. The costs of such potential changes are not included in the  
16 Fiscal Year 20156-167 costs set forth in Attachment C Subsection G-2 nor  
17 in the Fiscal Year 20156-167 Maximum Obligation of City set forth in  
18 Subsection G-3 of this Agreement. If the changes result in the COUNTY  
19 incurring or becoming obligated to pay for increased costs for or on account  
20 of personnel whose costs are included in the calculations of costs charged  
21 to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum  
22 Obligation set forth in Subsection G-3 of this Agreement, the full costs of  
23 said increases to the extent such increases are attributable to work  
24 performed by such personnel after July 1, 20156, and CITY's Maximum  
25 Obligation hereunder shall be deemed to have increased accordingly. CITY  
26 shall pay COUNTY in full for such increases on a pro-rata basis over the  
27 portion of the period between July 1, 20156 and June 30, 20167 remaining  
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1 after COUNTY notifies CITY that increases are payable. If the changes  
2 result in the COUNTY incurring or becoming obligated to pay for decreased  
3 costs for or on account of personnel whose costs are included in the  
4 calculations of costs charged to CITY hereunder, COUNTY shall reduce the  
5 amount owed by the CITY to the extent such decreases are attributable to  
6 work performed by such personnel during the period July 1, 201~~5~~6 through  
7 June 30, 201~~6~~7, and CITY's Maximum Obligation hereunder shall be  
8 deemed to have decreased accordingly. COUNTY shall reduce required  
9 payment by CITY in full for such decreases on a pro-rata basis over the  
10 portion of the period between

11 G. PAYMENT: (Continued)

12 July 1, 201~~5~~6 and June 30, 201~~6~~7 remaining after COUNTY notifies CITY  
13 that the Maximum Obligation has decreased.

14 5-b. If CITY is required to pay for increases as set forth in Subsection G-5-a  
15 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
16 service to be provided to CITY as set forth in Attachment A pursuant to  
17 Subsection C-3 of this

18 G. PAYMENT: (Continued)

19 Agreement to a level that will make the Maximum Obligation of CITY  
20 hereunder for the period July 1, 201~~5~~6 through June 30, 201~~6~~7 an amount  
21 specified by CITY that is equivalent to or higher or lower than the Maximum  
22 Obligation set forth in Subsection G-3 for said period at the time this  
23 Agreement originally was executed. The purpose of such adjustment of  
24 service levels will be to give CITY the option of keeping its Maximum  
25 Obligation hereunder at the pre-increase level or at any other higher or  
26 lower level specified by CITY. In the event of such reduction in level of  
27 service and adjustment of costs, the parties shall execute an amendment to  
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1 this Agreement so providing. Decisions about how to reduce the level of  
2 service provided to CITY shall be made by SHERIFF with the approval of  
3 CITY.

- 4 6. CITY shall pay COUNTY in accordance with COUNTY Board of  
5 Supervisors' approved County Billing Policy, which is attached hereto as  
6 Attachment B-D and incorporated herein by this reference.
- 7 7. COUNTY shall charge CITY late payment penalties in accordance with  
8 County Billing Policy.
- 9 8. As payment for the Licensing Services described in Subsection C-7 of this  
10 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
11 pursuant to CITY ordinances listed in Attachment A-B hereto. Retention of  
12 said fees by COUNTY shall constitute payment in full to COUNTY for costs

13 G. PAYMENT: (Continued)

14 incurred by COUNTY in performing the functions related to licensing  
15 described in Subsection C-7; provided, however, that if any of said fees are  
16 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
17 between the amount of fees retained by COUNTY and the fees that were  
18 set forth in the ordinances listed in Attachment A-B at the time this  
19 Agreement was executed. If CITY increases the fee schedule for the  
20 licensing

21 G. PAYMENT: (Continued)

22 ordinances set forth in Attachment AB, either party shall have the right to  
23 seek amendment of this Agreement with respect to the division of the  
24 increased fees between CITY and COUNTY.

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

28

1 10. Narcotic asset forfeitures will be handled pursuant to Attachment ~~C~~E  
 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 12 JOURNEY, SUITE #100

10 ALISO VIEJO, CA 92656 - 5335

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

12 SHERIFF-CORONER DEPARTMENT

13 320 NORTH FLOWER STREET, SUITE 108

14 SANTA ANA, CA 92703

15 **H. NOTICES: (Continued)**

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

20 **I. STATUS OF COUNTY:**

21 COUNTY is, and at all times shall be deemed to be, an independent contractor.  
 22 Nothing herein contained shall be construed as creating the relationship of  
 23 employer and employee, or principal and agent, between CITY and COUNTY

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

25 -or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall  
 26 retain all authority for rendition of services, standards of performance, control of  
 27 personnel, and other matters incident to the performance of services by  
 28

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

4 **J. STATE AUDIT:**

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

13 **K. ALTERATION OF TERMS:**

14 This Agreement fully expresses all understanding of CITY and COUNTY with  
15 respect to the subject matter of this Agreement and shall constitute the total  
16 Agreement between the parties for these purposes. No addition to, or

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

18 alteration of, the terms of this Agreement shall be valid unless made in writing,  
19 formally approved and executed by duly authorized agents of both parties.

20 **L. INDEMNIFICATION:**

21 1. COUNTY, its officers, agents, employees, subcontractors and independent  
22 contractors shall not be deemed to have assumed any liability for the  
23 negligence or any other act or omission of CITY or any of its officers,  
24 agents, employees, subcontractors or independent contractors, or for any  
25 dangerous or defective condition of any public street or work or property of

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

1 CITY, or for any illegality or unconstitutionality of CITY's municipal  
2 ordinances. CITY shall indemnify and hold harmless COUNTY, and its  
3 elected and appointed officials, officers, agents, employees, subcontractors  
4 and independent contractors from any claim, demand or liability whatsoever  
5 based or asserted upon the condition of any public street or work or  
6 property of CITY, or upon the illegality or unconstitutionality of any municipal  
7 ordinance of CITY that SHERIFF has enforced, or upon any act or omission  
8 of CITY, or its elected and appointed officials, officers, agents, employees,  
9 subcontractors or independent contractors related to this Agreement,  
10 including, but not limited to, any act or omission related to the maintenance  
11 or condition of any vehicle or motorcycle that is owned or possessed by  
12 CITY and used by COUNTY personnel in the performance of this  
13 Agreement, for property damage, bodily injury or death or any other element  
14 of damage of any kind or nature, and CITY shall defend at its expense  
15 including attorney fees, and with counsel approved in writing by COUNTY,  
16 COUNTY and its elected and appointed officials, officers, agents,  
17 employees, subcontractors and independent contractors in any legal action  
18

19 L. INDEMNIFICATION: (Continued)

20 or claim of any kind based upon or asserted upon such condition of public  
21 street or work or property, or illegality or unconstitutionality of a municipal  
22 ordinance, or alleged acts or omissions. If judgment is entered against  
23 CITY and COUNTY by a court of competent jurisdiction because of the  
24 concurrent active negligence of either party, CITY and COUNTY agree that  
25 liability will be apportioned as determined by the court. Neither party shall  
26 request a jury apportionment.

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

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

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

17 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
18 Program”], which is operated by SHERIFF, and is designed to reduce  
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
20 are suspended and to educate the public about the requirements of the  
21 Vehicle Code and related safety issues with regard to driver licensing,  
22 vehicle registration, vehicle operation, and vehicle parking. The Program

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

24 operates throughout the unincorporated areas of the COUNTY and in the  
25 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
26 4. without regard to jurisdictional boundaries, because an area-wide  
27 approach to reduction of traffic accidents and driver education is most  
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1 effective in preventing traffic accidents. In order for CITY to participate in  
2 the Program, CITY has adopted a fee pursuant to Vehicle Code Section  
3 22850.5, in the amount and under the terms and conditions set forth in the  
4 resolution that is attached hereto as Attachment ~~D-F~~ and incorporated into  
5 this Agreement by

6 ~~M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)~~

7 reference [hereinafter called a "TVAP resolution"], and has directed that the  
8 revenue from such fee be used for the Program. CITY's participation in the  
9 Program may be terminated at any time by rescission or amendment of its  
10 TVAP resolution that is attached hereto as Attachment ~~D-F~~. In the event  
11 CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution  
12 and adopts a new resolution TVAP pertaining to the above-referenced fee  
13 and the Program, and 2) remains a participant in the Program thereafter,  
14 CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY,  
15 have authority to execute an amendment of this Agreement to substitute  
16 CITY's amended or new TVAP resolution for Attachment ~~D-F~~ hereto, as  
17 long as said amendment to this Agreement does not materially change any  
18 other provision of this Agreement.

- 19 2. COUNTY will make available for review, at the request of CITY, all financial  
20 data related to the Program as may be requested by CITY.
- 21 3. Fee revenue generated by COUNTY and participating cities will be used to  
22 fund the following positions, which will be assigned to the Program:
- 23 • ~~Ten-Fifteen~~ one hundredths of one (0.1~~05~~) Sergeant  
24 (8 hours per two-week pay period)

25 ~~M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)~~

- 26
- 27 • One (1) Staff Specialist
- 28

1 (80 hours per two-week pay period)

- 2 • One (1) Office Specialist

3 (80 hours per two-week pay period)

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

9 ~~M. **TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**~~

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

- 21 5. In the event the fees adopted by COUNTY, CITY and other participating  
22 jurisdictions are not adequate to continue operation of the Program at the  
23 level at which it operated previously, COUNTY, at the option of CITY, will  
24 reduce the level of Program service to be provided to CITY or will continue  
25 to provide the existing level of Program services. COUNTY will charge CITY  
26 the cost of any Program operations that exceed the revenue generated by

27 ~~M. **TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**~~

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1 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
2 set forth in Subsection G-3 of this Agreement. The amount of any revenue  
3 shortfall charged to CITY will be determined, at the time the revenue  
4 shortfall is experienced, according to CITY's share of Program services  
5 rendered. In the event of a reduction in level of Program service, termination  
6 of Program service or adjustment of costs, the parties shall execute an  
7 amendment to this Agreement so providing. Decisions about how to reduce  
8 the level of Program service provided to CITY shall be made by SHERIFF  
9 with the approval of CITY.

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11  
12 **N. MOBILE DATA COMPUTERS:**

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

25 The costs to be paid by CITY for recurring costs, including maintenance and  
26 replacement/upgrade of MDCs, are included in the costs set forth in  
27 [Attachment C Subsection G-2](#) and the Maximum Obligation of CITY set

1           forth in Subsection G-3 of this Agreement unless CITY has already paid  
2           such costs. CITY shall

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

4           not be charged additional amounts for maintenance or replacement/upgrade  
5           of said MDCs during the period July 1, 20156 through June 30, 20167.

- 6           4. If, following the initial acquisition of MDCs referenced above, CITY requires  
7           MDCs for additional patrol cars or motorcycles designated for use in the  
8           CITY, or for CITY's Emergency Operations Center, COUNTY will purchase  
9           said additional MDCs. Upon demand by COUNTY, CITY will pay to  
10          COUNTY a) the full costs of acquisition and installation of said additional  
11          MDCs, and b) the full recurring costs for said MDCs, as deemed necessary  
12          by COUNTY, including the costs of maintenance, and contributions to a  
13          fund for replacement and upgrade of such MDCs when they become  
14          functionally or technologically obsolete. Said costs related to additional

15 ~~**N. MOBILE DATA COMPUTERS: (Continued)**~~

16           MDCs are not included in, and are in addition to, the costs set forth in  
17           Attachment C Subsection G-2 and the Maximum Obligation of CITY set  
18           forth in Subsection G-3 of this Agreement.

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

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

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

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

3           //

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

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

11          The costs to be paid by CITY for recurring costs, including maintenance and  
12          replacement/upgrade of E-Citation units, are included in the costs set forth  
13          in Attachment C Subsection G-2 and the Maximum Obligation of CITY set  
14          forth in Subsection G-3 of this Agreement unless CITY has already paid  
15          such costs. CITY shall not be charged additional amounts for maintenance  
16          or replacement/upgrade of said E-Citation units during the period July 1,  
17          2015~~6~~ through June 30, 2016~~7~~.

18          #

19          #

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

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

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

5 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs  
6 of replacing/upgrading E-Citation units shall be paid by COUNTY from the  
7 replacement/upgrade funds to be paid by CITY in accordance with the

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

9 5. foregoing. CITY shall not be charged any additional charge to replace or  
10 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 ALISO VIEJO

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



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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: \_\_\_\_\_

