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**AGREEMENT
BETWEEN THE
CITY OF RANCHO SANTA MARGARITA
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 201~~6~~⁵ which date is enumerated for purposes of reference only, by and between the CITY OF RANCHO SANTA MARGARITA, 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, 201~~65~~ and terminate June
3 30, 201~~76~~ unless earlier terminated by either party or extended in the manner
4 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 30,
9 201~~76~~ for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 201~~76~~ and June 30, 201~~87~~, 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~~76~~ and
17 August 31, 201~~76~~, 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~~65~~ through June 30, 201~~76~~. 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 **C. REGULAR SERVICES BY COUNTY: (Continued)**

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

6 3. The level of service, other than for licensing, to be provided by the COUNTY
 7 for the period July 1, 201~~6~~⁵ through June 30, 201~~6~~⁵ is set forth in
 8 Attachment A and incorporated herein by this reference. ~~shall be as follows:~~

9 **Management:**

10 ~~• One (1) Lieutenant~~

11 **Supervision:**

12 ~~• Two (2) Sergeants – Patrol~~

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

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

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

16 **Investigation Services:**

17 ~~• One (1) Investigator~~

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

19 ~~• One (1) Investigative Assistant~~

20 ~~(80 hours per two-week pay period)~~

21 ~~• Thirty-three one hundredths of one (0.33) Investigative Assistant~~

22 ~~(26.40 hours per two-week pay period)~~

23 **Patrol, Traffic, Community Support, and Special Enforcement Services:**

24 ~~• Twenty-two (22) Deputy Sheriff IIs~~

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

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

27 ~~Manager.~~

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

Traffic Services:

- ~~Two (2) Community Services Officers~~

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

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

Additional Services:

- ~~One half of one (0.50) Senior Emergency Management~~

~~Program Coordinator~~

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

Regional / Shared Staff:

- ~~6.28 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~
- ~~6.28 percent of four (4) Deputy Sheriff IIs — Traffic~~
- ~~6.28 percent of two (2) Investigative Assistants — Traffic~~
- ~~6.28 percent of one (1) Office Specialist — Traffic~~
- ~~2.48 percent of thirty one hundredths of one (0.30) Sergeant — Auto Theft~~
- ~~2.48 percent of two (2) Investigators — Auto Theft~~
- ~~2.48 percent of one (1) Investigative Assistant — Auto Theft~~
- ~~2.48 percent of one (1) Office Specialist — Auto Theft~~
- ~~6.93 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~
- ~~6.93 percent of one (1) Investigator — Directed Enforcement Team (DET)~~
- ~~7.58 percent of one (1) Office Specialist — Subpoena~~
- ~~12.64 percent of two (2) Investigative Assistants — Court~~
- ~~6.25 percent of one half of one (0.50) Motorcycle Sergeant~~

4. For any service listed in ~~Subsection C-3~~Attachment A 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 for the balance of the time of the employee providing the service no

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

2 longer pay(s) for such service and CITY does not request the Agreement be
3 amended to pay 100% of the cost of the employee providing such service.
4 The Maximum Obligation of CITY set forth in Subsection G-~~23~~ shall be
5 adjusted accordingly.

6 5. All services contracted for in this Agreement may not be operational on the
7 precise date specified in this Agreement. In those instances, SHERIFF shall
8 notify CITY Manager of the date or dates such service or services are to be
9 implemented. SHERIFF shall reduce the monthly charges to CITY, based
10 on the actual date of implementation of the service or services. Charges
11 shall be reduced on the next monthly billing tendered in accordance with
12 Subsection G-~~34~~ of this Agreement.

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

18 7. With respect to the licensing ordinances of CITY listed in Attachment ~~BA~~
19 hereto, which is incorporated herein by this reference, SHERIFF shall
20 receive applications for CITY licenses pursuant to said ordinances and
21 complete investigations relating to such applications. Said investigations
22 shall be forwarded to CITY Manager. COUNTY shall not provide any
23 advisory, administrative, hearing or litigation attorney support or services
24 related to licensing. COUNTY shall not provide any administrative or
25 investigatory services related to the licensing ordinances listed in Attachment
26 ~~BA~~ hereto, except the investigations relating to initial applications for which
27 this subsection provides.

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

1 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
2 CITY Manager, on behalf of CITY, are authorized to execute written
3 amendments to this Agreement to increase or decrease the level of service
4 set forth in ~~Subsection G-3~~Attachment A, when SHERIFF and CITY
5 Manager mutually agree that such increase or decrease in the level of
6 service is appropriate. Any such amendment to the Agreement shall
7 concomitantly increase or decrease the cost of services payable by CITY set
8 forth in ~~Subsection G-2~~Attachment C and incorporated herein by this
9 reference and the Maximum Obligation of CITY set forth in Subsection G-~~23~~,
10 in accordance with the current year's COUNTY law enforcement cost study.
11 SHERIFF and CITY Manager shall file copies of any such amendments to
12 this Agreement with the Clerk of COUNTY's Board of Supervisors and
13 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
14 CITY Manager may not, in the aggregate, increase or decrease the cost of
15 services payable by CITY by more than one percent (1%) of the total cost
16 originally set forth in Attachment C~~Subsection G-2~~ and the Maximum
17 Obligation originally set forth in Subsection G-~~23~~.

18 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
19 required before execution of any amendment that brings the aggregate total
20 of changes in costs payable by CITY to more than one percent (1%) of the
21 total cost originally set forth in Attachment C~~Subsection G-2~~ and the
22 Maximum Obligation originally set forth in Subsection G-~~23~~ of this
23 Agreement.

24 ~~Notwithstanding the foregoing, SHERIFF and CITY Manager may increase~~
25 ~~the service level of Sergeant — Patrol from two (2) up to three (3) and Deputy~~
26 ~~Sheriff II from twenty-two (22) up to twenty-four (24) without further approval~~
27 ~~by the COUNTY's Board of Supervisors and CITY's Council.~~

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

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

13 2. Supplemental services for occasional events operated by private individuals
14 and entities on non-CITY property. At the request of CITY, through its City
15 Manager, and within the limitations set forth in this ~~S~~subsection D-2,
16 SHERIFF may provide supplemental law enforcement services to preserve
17 the peace at special events or occurrences that occur on an occasional
18 basis and are operated by private individuals or private entities on non-CITY
19 property. SHERIFF shall determine personnel and equipment needed for
20 such supplemental services, and will provide such supplemental services
21 only if SHERIFF is able to do so without reducing the normal and regular
22 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
23 this Agreement. Such supplemental services shall be provided only by
24 regularly appointed full-time peace officers, at rates of pay governed by a
25 Memorandum of Understanding between COUNTY and the bargaining
26 unit(s) representing the peace officers providing the services. Such
27 supplemental services shall include only law enforcement duties and shall

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

1 not include services authorized to be provided by a private patrol operator,
2 as defined in Section 7582.1 of the Business and Professions Code. Law
3 enforcement support functions, including, but not limited to, clerical functions
4 and forensic science services, may be performed by non-peace officer
5 personnel if the services do not involve patrol or keeping the peace and are
6 incidental to the provision of law enforcement services. CITY shall reimburse
7 COUNTY its full, actual costs of providing such supplemental services at an
8 amount computed by SHERIFF, based on the current year's COUNTY law
9 enforcement cost study. The cost of these supplemental services shall be in
10 addition to the Maximum Obligation of CITY set forth in Subsection G-~~23~~
11 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

- 12 3. Supplemental services for events operated by public entities on non-CITY
13 property. At the request of CITY, through its City Manager, and within the
14 limitations set forth in this ~~S~~ubsection D-3, SHERIFF may provide
15 supplemental law enforcement services to preserve the peace at special
16 events or occurrences that occur on an occasional basis and are operated
17 by public entities on non-CITY property. SHERIFF shall determine personnel
18 and equipment needed for such supplemental services, and will provide
19 such supplemental services only if SHERIFF is able to do so without
20 reducing services that SHERIFF otherwise would provide to CITY pursuant
21 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
22 providing such supplemental services at an amount computed by SHERIFF,
23 based on the current year's COUNTY law enforcement cost study. The cost
24 of these supplemental services shall be in addition to the Maximum
25 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.
26 SHERIFF shall bill CITY immediately after each such event.

27 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**
28

- 1 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
2 the services of SHERIFF at events, for which CITY issues permits, that are
3 operated by private individuals or entities or public entities. SHERIFF shall
4 determine personnel and equipment needed for said events. If said events
5 are in addition to the level of services listed in ~~Subsection C-Attachment A3~~
6 of this Agreement, CITY shall reimburse COUNTY for such additional
7 services at an amount computed by SHERIFF, based upon the current
8 year's COUNTY law enforcement cost study. The cost of these services
9 shall be in addition to the Maximum Obligation of CITY set forth in
10 Subsection G-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately
11 after said services are rendered.
- 12 5. In accordance with Government Code Section 51350, COUNTY has
13 adopted Board Resolution 89-1160 which identifies Countywide services,
14 including but not limited to helicopter response. SHERIFF through this
15 contract provides enhanced helicopter response services. The cost of
16 enhanced helicopter response services is included in the cost of services set
17 forth in ~~Attachment C Subsection G-2~~ and in the Maximum Obligation of
18 CITY set forth in Subsection G-~~23~~. COUNTY shall not charge any additional
19 amounts for enhanced helicopter services after the cost of services set forth
20 in ~~Attachment A Subsection G-2~~ and in the Maximum Obligation set forth in
21 Subsection G-~~23~~ has been established without written notification to the
22 CITY.

23 **E. PATROL VIDEO SYSTEMS:**

- 24 1. As part of the law enforcement services to be provided to CITY, COUNTY
25 has provided, or will provide, patrol video systems (hereinafter called "PVS")
26 that are or will be mounted in patrol vehicles designated by COUNTY for use
27 within CITY service area.

28 //

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

2 2. SHERIFF has the exclusive right to use said PVS for law enforcement
3 services related to this Agreement.

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

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

17 4. If, following the initial acquisition of PVS referenced above, CITY requires
18 PVS for additional patrol cars designated for use in the CITY service area,
19 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
20 CITY will pay to COUNTY a) the full costs of acquisition and installation of
21 said additional PVS, and b) the full recurring costs for said PVS, as deemed
22 necessary by COUNTY, including the costs of maintenance, and
23 contributions to a fund for replacement and upgrade of such PVS when they
24 become functionally or technologically obsolete. Said costs related to
25 additional PVS are not included in, and are in addition to, the costs set forth
26 in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set
27 forth in Subsection G-~~23~~ of this Agreement.

28 //

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

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

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

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

14 **G. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
16 COUNTY the full costs of performing the services mutually agreed upon in
17 this Agreement. The costs of services include salaries, wages, benefits,
18 mileage, services, supplies, equipment, and divisional, departmental and
19 COUNTY General overhead.
- 20 2. Unless the level of service set forth in Attachment A described in Subsection
21 C-3 is increased or decreased pursuant to mutual agreement of the parties,
22 or CITY is required to pay for increases as set forth in Subsection G-45, the
23 Maximum Obligation of CITY for services, costs of services described in
24 Section C-3 of this Agreement, other than Licensing Services, set forth in
25 Attachment A of this Agreement, to be provided by COUNTY for the period
26 July 1, 20165 through June 30, 20176 shall be \$8,566,128 as set forth in
27 Attachment C follows:

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

	<u>SERVICE</u>	<u>COST OF SERVICE</u>
1		
2	Management:	
3	• One (1) Lieutenant	
4	@ \$318,682/each	\$ 318,682
5	Supervision:	
6	• One (1) Sergeant – Administrative	
7	@ \$277,306/each	\$ 277,306
8	• Two (2) Sergeants – Patrol	
9	@ \$277,306/each	\$ 554,612
10	Investigation Services:	
11	• One (1) Investigator	
12	@ \$274,542/each	\$ 274,542
13	• One (1) Investigative Assistant	
14	@ \$151,435/each	\$ 151,435
15	• Thirty-three one hundredths of one (0.33) Investigative Assistant	
16	@ \$151,435/each	\$ 49,974
17	Patrol, Traffic, Community Support, and Special Enforcement Services:	
18	• Twenty-two (22) Deputy Sheriff IIs	
19	@ \$230,176/unit	\$ 5,063,872
20	Traffic Services:	
21	• Two (2) Community Services Officers	
22	@ \$113,793/each	\$ 227,586
23	Additional Services:	
24	• One half of one (0.50) Senior Emergency Management	
25	Program Coordinator	
26	@ \$107,322/each	\$ 53,661
27	Regional / Shared Staff:	
28	• 6.28% of sixty one hundredths of one (0.60)	

1	Sergeant – Traffic	
2	@ \$281,289/each	\$ 10,599
3	• 6.28% of four (4) Deputy Sheriff IIs – Traffic	
4	@ \$245,706/each	\$ 61,721
5	• 6.28% of two (2) Investigative Assistants – Traffic	
6	@ \$115,074/each	\$ 14,453
7	• 6.28% of one (1) Office Specialist – Traffic	
8	@ \$92,928/each	\$ 5,836
9	• 2.48% of thirty one hundredths of one (0.30)	
10	Sergeant – Auto Theft	
11	@ \$280,513/each	\$ 2,087
12	• 2.48% of two (2) Investigators – Auto Theft	
13	@ \$251,035/each	\$ 12,451
14	• 2.48% of one (1) Investigative Assistant – Auto Theft	
15	@ \$119,265/each	\$ 2,958
16	• 2.48% of one (1) Office Specialist – Auto Theft	
17	@ \$91,980/each	\$ 2,281
18	• 6.93% of one (1) Sergeant – Directed Enforcement Team (DET)	
19	@ \$379,854/each	\$ 26,324
20	• 6.93% of one (1) Investigator – Directed Enforcement Team (DET)	
21	@ \$300,961/each	\$ 20,857
22	• 7.58% of one (1) Office Specialist – Subpoena	
23	@ \$84,796/each	\$ 6,428
24	• 12.64% of two (2) Investigative Assistants – Court	
25	@ \$116,740/each	\$ 29,512
26	• 6.25% of one half of one (0.50) Motorcycle Sergeant	
27	@ \$308,496/each	\$ 9,641
28	Other Charges and Credits:	\$ 847,017

~~**Charges:** Annual leave paydown 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; motorcycle premium pay; on-call pay; overtime; patrol training cost allocation; patrol video systems (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** \$ 8,023,835~~

~~3. Unless the level of service described in Subsection C-3 is increased pursuant to mutual agreement of the parties, or CITY is required to pay increases as set forth in Subsection G-5, the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement, for the period July 1, 2015 through June 30, 2016, is \$8,023,835.~~

~~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.~~

~~4.3. COUNTY shall invoice CITY, monthly for the period July 1, 2016 through June 30, 2017, said invoices will require payment of one-twelfth~~

1 (1/12) of the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of
2 this Agreement, as said Maximum Obligation may have been increased or
3 decreased pursuant to mutual agreement of the parties. In addition, if a
4 determination is made that increases described in Subsection G-~~45~~ must be
5 paid, COUNTY thereafter shall include the pro-rata charges for such
6 increases in its monthly invoices to CITY for the balance of the period
7 between July 1, 201~~65~~ and June 30, 201~~76~~.

8 ~~54~~-a. At the time this Agreement is executed, there are unresolved issues
9 pertaining to potential changes in salaries and benefits for COUNTY
10 employees. The costs of such potential changes are not included in the
11 Fiscal Year 201~~65-176~~ cost set forth in Attachment C~~Subsection G-2~~ nor in
12 the Fiscal Year 201~~65-176~~ Maximum Obligation of CITY set forth in
13 Subsection G-~~23~~ of this Agreement. If the changes result in the COUNTY
14 incurring or becoming obligated to pay for increased costs for or on account
15 of personnel whose costs are included in the calculations of costs charged to
16 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
17 Obligation set forth in Subsection G-~~23~~ of this Agreement, the full costs of
18 said increases to the extent such increases are attributable to work
19 performed by such personnel after July 1, 201~~65~~, and CITY's Maximum
20 Obligation hereunder shall be deemed to have increased accordingly. CITY
21 shall pay COUNTY in full for such increases on a pro-rata basis over the
22 portion of the period between July 1, 201~~65~~ and June 30, 201~~76~~ remaining
23 after COUNTY notifies CITY that increases are payable. If the changes
24 result in the COUNTY incurring or becoming obligated to pay for decreased
25 costs for or on account of personnel whose costs are included in the
26 calculations of costs charged to

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

28 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the

1 extent such decreases are attributable to work performed by such personnel
2 during the period July 1, 201~~65~~ through June 30, 201~~76~~, and CITY's
3 Maximum Obligation hereunder shall be deemed to have decreased
4 accordingly. COUNTY shall reduce required payment by CITY in full for
5 such decreases 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 the Maximum Obligation has decreased.

8 ~~45~~-b. If CITY is required to pay for increases as set forth in Subsection G-~~45~~a
9 above, COUNTY, at the request of CITY, will thereafter reduce the level of
10 service to be provided to CITY ~~as set forth in Attachment A pursuant to~~
11 ~~Subsection G-3~~ of this Agreement to a level that will make the Maximum
12 Obligation of CITY hereunder for the period July 1, 201~~65~~ through June 30,
13 201~~76~~ an amount specified by CITY that is equivalent to or higher or lower
14 than the Maximum Obligation set forth in Subsection G-~~23~~ for said period at
15 the time this Agreement originally was executed. The purpose of such
16 adjustment of service levels will be to give CITY the option of keeping its
17 Maximum Obligation hereunder at the pre-increase level or at any other
18 higher or lower level specified by CITY. In the event of such reduction in
19 level of service and adjustment of costs, the parties shall execute an
20 amendment to this Agreement so providing. Decisions about how to reduce
21 the level of service provided to CITY shall be made by SHERIFF with the
22 approval of CITY.

23 ~~56~~. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
24 approved County Billing Policy, which is attached hereto as Attachment ~~DB~~
25 and incorporated herein by this reference.

26 ~~67~~. COUNTY shall charge CITY late payment penalties in accordance with
27 County Billing Policy.

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

1 78. As payment for the Licensing Services described in Subsection C-7 of this
2 Agreement, COUNTY shall retain all fees paid by applicants for licenses
3 pursuant to CITY ordinances listed in Attachment BA hereto. Retention of
4 said fees by COUNTY shall constitute payment in full to COUNTY for costs
5 incurred by COUNTY in performing the functions related to licensing
6 described in Subsection C-7; provided, however, that if any of said fees are
7 waived or reduced by CITY, CITY shall pay to COUNTY the difference
8 between the amount of fees retained by COUNTY and the fees that were set
9 forth in the ordinances listed in Attachment BA at the time this Agreement
10 was executed. If CITY increases the fee schedule for the licensing
11 ordinances set forth in Attachment BA, either party shall have the right to
12 seek amendment of this Agreement with respect to the division of the
13 increased fees between CITY and COUNTY.

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

17 940. Narcotic asset forfeitures will be handled pursuant to Attachment EG hereto,
18 which is incorporated herein by this reference.

19 **H. NOTICES:**

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

24 **CITY:** ATTN: CITY MANAGER

25 22112 EL PASEO

26 RANCHO SANTA MARGARITA, CA 92688

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

28 SHERIFF-CORONER DEPARTMENT

1 320 NORTH FLOWER STREET, SUITE 108
2 SANTA ANA, CA 92703

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

6 **I. STATUS OF COUNTY:**

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

16 **J. STATE AUDIT:**

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

24 **K. ALTERATION OF TERMS:**

25 This Agreement fully expresses all understanding of CITY and COUNTY with
26 respect to the subject matter of this Agreement and shall constitute the total
27 Agreement between the parties for these purposes. No addition to or alteration
28

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

3 **L. INDEMNIFICATION:**

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

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

26 contractors in any legal action or claim of any kind based or asserted upon
27 such condition of public street or work or property, or illegality or
28 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If

1 judgment is entered against CITY and COUNTY by a court of competent
2 jurisdiction because of the concurrent active negligence of either party, CITY
3 and COUNTY agree that liability will be apportioned as determined by the
4 court. Neither party shall request a jury apportionment.

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

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

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

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

26 cities that contract with COUNTY for SHERIFF’s law enforcement services,
27 without regard to jurisdictional boundaries, because an area-wide approach
28 to reduction of traffic accidents and driver education is most effective in

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

- 17 2. COUNTY will make available for review, at the request of CITY, all financial
18 data related to the Program as may be requested by CITY.
- 19 3. Fee revenue generated by COUNTY and participating cities will be used to
20 fund the following positions, which will be assigned to the Program:
 - 21 • ~~Fifteen~~ ~~Ten~~ one hundredths of one (0.1~~50~~) Sergeant
22 (~~128~~ hours per two-week pay period)
 - 23 • One (1) Staff Specialist
24 (80 hours per two-week pay period)
 - 25 • One (1) Office Specialist
26 (80 hours per two-week pay period)
- 27 4. Fee revenue generated by CITY may be used to reimburse CITY for
28 expenditures for equipment and/or supplies directly in support of the

1 Program. In order for an expenditure for equipment and/or supplies to be
2 eligible for reimbursement, the CITY shall submit a request for and obtain
3 pre-approval of the expenditure by using the form as shown in Attachment
4 GE. The request shall be submitted within the budget schedule established
5 by the SHERIFF. The SHERIFF shall approve the expenditure only if both of
6 the following conditions are satisfied: 1) there are sufficient Program funds,
7 attributable to revenue generated by CITY'S fee, to pay for the requested
8 purchase, and 2) CITY will use the equipment and/or supplies, during their
9 entire useful life, only for purposes authorized by its TVAP resolution in effect
10 at the time of purchase.

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

- 16 5. In the event the fees adopted by COUNTY, CITY and other participating
17 jurisdictions are not adequate to continue operation of the Program at the
18 level at which it operated previously, COUNTY, at the option of CITY, will
19 reduce the level of Program service to be provided to CITY or will continue to
20 provide the existing level of Program services. COUNTY will charge CITY
21 the cost of any Program operations that exceed the revenue generated by
22 fees. Such charges shall be in addition to the Maximum Obligation of CITY
23 set forth in Subsection G-~~23~~ of this Agreement. The amount of any revenue

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

25 shortfall charged to CITY will be determined, at the time the revenue shortfall
26 is experienced, according to CITY's share of Program services rendered. In
27 the event of a reduction in level of Program service, termination of Program
28 service or adjustment of costs, the parties shall execute an amendment to

1 this Agreement so providing. Decisions about how to reduce the level of
2 Program service provided to CITY shall be made by SHERIFF with the
3 approval of CITY.

4 **N. MOBILE DATA COMPUTERS:**

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

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

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

- 25 4. If, following the initial acquisition of MDCs referenced above, CITY requires
26 MDCs for additional patrol cars or motorcycles designated for use in CITY,
27 or for CITY Emergency Operations Center, COUNTY will purchase said
28 additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a)

1 the full costs of acquisition and installation of said additional MDCs, and b)
2 the full recurring costs for said MDCs, as deemed necessary by COUNTY,
3 including the costs of maintenance, and contributions to a fund for
4 replacement and upgrade of such MDCs when they become functionally or
5 technologically obsolete. Said costs related to additional MDCs are not
6 included in, and are in addition to, the costs set forth in ~~Subsection G-~~
7 Attachment C and the Maximum Obligation of CITY set forth in Subsection
8 G-23 of this Agreement.

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

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

- 15 1. As part of the law enforcement services to be provided to CITY, COUNTY
16 has provided, or will provide, E-Citation units designated by COUNTY for
17 use within CITY limits.
18 2. SHERIFF has the exclusive right to use said E-Citation units for law
19 enforcement services related to this Agreement.
20 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
21 E-Citation units that are assigned to CITY, and b) recurring costs, as deemed
22 necessary by COUNTY, including the costs of maintenance and contributions
23 to a fund for replacement and upgrade of such E-Citation units when they
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25 **O. E-CITATION UNITS: (Continued)**

26 become functionally or technologically obsolete.

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

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~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 201~~65~~ through June 30, 201~~76~~.

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

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

DATED: _____

CITY OF RANCHO SANTA MARGARITA

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: _____