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AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND THE
COUNTY OF ORANGE

THIS AGREEMENT is entered into this First day of June 202~~43~~, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, 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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2 **A. TERM:**

3 The term of this Agreement shall commence July 1, 202~~43~~⁴³ and terminate
4 June 30, 202~~54~~⁵⁴ unless earlier terminated by either party or extended in the
5 manner set forth herein.

6 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 7 1. COUNTY or CITY may terminate this Agreement, without cause, upon
8 one-hundred and eighty (180) days written notice to the other party.
- 9 2. If COUNTY and CITY have not entered into a written agreement by
10 June 30, 202~~54~~⁵⁴ for COUNTY to provide to CITY, during all or part of the
11 period between July 1, 202~~54~~⁵⁴ and June 30, 202~~65~~⁶⁵, law enforcement
12 services similar to those specified herein, then SHERIFF, on behalf of
13 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
14 execute a written amendment to this Agreement that provides as follows
15 and does not materially alter other terms of the Agreement: SHERIFF shall
16 continue to provide to CITY all or a designated part of the law enforcement
17 services specified herein, for a specified time period between July 1, 202~~54~~⁵⁴
18 and August 31, 202~~54~~⁵⁴ and CITY shall pay COUNTY the full costs of
19 providing such services. Such full costs may be greater than those listed
20 herein for the period July 1, 202~~43~~⁴³ through June 30, 202~~54~~⁵⁴. SHERIFF and
21 CITY Manager shall file copies of any such amendments to this Agreement
22 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

23 **C. REGULAR SERVICES BY COUNTY:**

- 24 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
25 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
26 services as hereinafter provided. Such services shall include the
27 enforcement of lawful State statutes and lawful municipal ordinances of
28 CITY other than licensing ordinances.

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

- 3 2. The night, day and evening patrol and supervisory shifts will be established
4 by SHERIFF. Personnel of each shift may work varying and different times
5 and may be deployed to other shifts when, in the opinion of SHERIFF and
6 CITY Manager, the need arises. Any long-term shift deployment change will
7 be reported to CITY's Council.
- 8 3. The level of service, other than for licensing, to be provided by COUNTY for
9 the period July 1, 202~~43~~ through June 30, 202~~54~~, is set forth in Attachment
10 A.
- 11 4. For any service listed in Attachment A in this Agreement that is provided to
12 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
13 the option to terminate such service in the event the other city or cities that
14 contract(s) for the balance of the time of the employee providing the service
15 no longer pay(s) for such service and CITY does not request the Agreement
16 be amended to provide for payment of 100% of the cost of the employee
17 providing such service. The Maximum Obligation of CITY set forth in
18 Subsection G-2 will be adjusted accordingly.
- 19 5. All services contracted for in this Agreement may not be operational on the
20 precise date specified in this Agreement. In those instances, SHERIFF
21 shall notify CITY Manager of the date or dates such service or services are
22 to be implemented. COUNTY shall reduce the monthly charges to CITY,
23 based on the actual date of implementation of the service or services.
24 Charges shall be reduced on the next monthly billing tendered in
25 accordance with Subsection G-3 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
27 staff the CITY's Emergency Operations Center (EOC) with a Captain or
28 Sergeant to assist the CITY with the operations of the EOC. Such services

1 may be considered supplemental to the contract and chargeable to the CITY
2 on a time and material basis to the extent the services provided are at a

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

4 level greater than that specified in Attachment A of this Agreement.

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

14 In the event CITY amends Attachment B, CITY's Manager, on behalf of
15 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
16 amendment of this Agreement to substitute CITY's amended Attachment B,
17 as long as said Amendment to this Agreement does not materially change
18 any other provision of this Agreement.

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

1 this Agreement with the Clerk of COUNTY's Board of Supervisors and
2 CITY's Clerk. Except for costs related to Sections G-4a and G-4b, changes

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

4 to this Agreement executed by SHERIFF and CITY Manager may not, in the
5 aggregate, increase or decrease the cost of services payable by CITY by
6 more than one percent (1%) of the total cost originally set forth in
7 Attachment C and the Maximum Obligation originally set forth in Subsection
8 G-2.

9 Except for changes under Sections G-4a and G-4b, prior approval by
10 COUNTY's Board of Supervisors and CITY's Council is required before
11 execution of any amendment that brings the aggregate total of changes in
12 costs payable by CITY to more than one percent (1%) of the total cost
13 originally set forth in Attachment C and the Maximum Obligation originally
14 set forth in Subsection G-2 of this Agreement.

- 15 9. SHERIFF shall consider input from the CITY Manager regarding the
16 selection and assignment of a Captain to provide services to CITY.

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

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

1 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
2 SHERIFF shall bill CITY immediately after each such event.

3 //

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

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

1 services shall be in addition to the Maximum Obligation of CITY set forth in
2 Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately
3 after each such event.

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

5 3. Supplemental services for events operated by public entities on non-CITY
6 property. At the request of CITY, through its City Manager, and within the
7 limitations set forth in this subsection D-3, SHERIFF may provide
8 supplemental law enforcement services to preserve the peace at special
9 events or occurrences that occur on an occasional basis and are operated
10 by public entities on non-CITY property. SHERIFF shall determine
11 personnel and equipment needed for such supplemental services, and will
12 provide such supplemental services only if SHERIFF is able to do so without
13 reducing services that SHERIFF otherwise would provide to CITY pursuant
14 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
15 providing such supplemental services at an amount computed by SHERIFF,
16 based on the current year's COUNTY law enforcement cost study. The cost
17 of these supplemental services shall be in addition to the Maximum
18 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
19 shall bill CITY immediately after each such event.

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

1 Agreement. SHERIFF shall bill CITY immediately after said services are
2 rendered.

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

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

15 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

- 16 1. As part of the law enforcement services to be provided to CITY, COUNTY
17 has provided, or will provide, body worn cameras (hereinafter called "BWC")
18 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
19 called "ICV") that will be mounted in vehicles designated by SHERIFF for
20 use within CITY service area.
- 21 2. SHERIFF has the exclusive right to use said BWC and ICV for law
22 enforcement services related to this Agreement.
- 23 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
24 BWC and the acquisition and installation of ICV, and b) recurring costs, as
25 deemed necessary by COUNTY, including the costs of maintenance and
26 contributions to a fund for replacement and upgrade of such BWC and ICV
27 when they become functionally or technologically obsolete.
- 28

1 The costs to be paid by CITY for recurring costs, including maintenance and
2 replacement/upgrade of BWC and ICV, are included in the costs set forth in
3 Attachment C and the Maximum Obligation of CITY set forth in Subsection
4 G-2 of this Agreement unless CITY has already paid such costs.

5 **E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)**

6 ~~CITY shall not be charged additional amounts for maintenance or~~
7 ~~replacement/upgrade of said BWC and ICV during the period July 1, 2024³~~
8 ~~through June 30, 2025⁴.~~

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

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

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

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

6 **F. LICENSING SERVICES BY CITY: (Continued)**

7 enforcement of CITY ordinances pertaining to said licenses.

8 **G. PAYMENT:**

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

14 2. Unless the level of service set forth in Attachment A is increased or
15 decreased by mutual agreement of the parties, or CITY is required to pay
16 for increases as set forth in Subsection G-4, the Maximum Obligation of
17 CITY for services, other than Licensing Services, set forth in Attachment A
18 of this Agreement, to be provided by COUNTY for the period July 1, 202~~3~~
19 through June 30, 202~~4~~ shall be ~~\$3,382,1773,049,067~~ as set forth in
20 Attachment C.

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

26 3. COUNTY shall invoice CITY monthly. During the period of July 1, 202~~3~~
27 through June 30, 202~~4~~, said invoices will require payment by CITY of
28 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in

1 Subsection G-2 of this Agreement, as said Maximum Obligation may have
2 been increased or decreased pursuant to mutual agreement of the parties.
3 In addition, if a determination is made that increases described in
4 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata
5 charges for such increases in its monthly invoices to CITY for the balance

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

7 of the period between July 1, 202~~43~~ and June 30, 202~~54~~.

8 4a. At the time this Agreement is executed, there may be 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 202~~43~~-2~~54~~ cost set forth in Attachment C nor in the Fiscal Year
12 202~~43~~-2~~54~~ Maximum Obligation of CITY set forth in Subsection G-2 of this
13 Agreement. If the changes result in the COUNTY incurring or becoming
14 obligated to pay for increased costs for or on account of personnel whose
15 costs are included in the calculations of costs charged to CITY hereunder,
16 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
17 Subsection G-2 of this Agreement, the full costs of said increases to the
18 extent such increases are attributable to work performed by such personnel
19 after July 1, 202~~43~~, and CITY's Maximum Obligation hereunder shall be
20 deemed to have increased accordingly. CITY shall pay COUNTY in full for
21 such increases on a pro-rata basis over the portion of the period between
22 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY
23 that increases are payable. If the changes result in the COUNTY incurring
24 or becoming obligated to pay for decreased costs for or on account of
25 personnel whose costs are included in the calculations of costs charged to
26 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
27 the extent such decreases are attributable to work performed by such
28 personnel during the period July 1, 202~~43~~ through June 30, 202~~54~~, and

1 CITY's Maximum Obligation hereunder shall be deemed to have decreased
2 accordingly. COUNTY shall reduce required payment by CITY in full for
3 such decreases on a pro-rata basis over the portion of the period between
4 July 1, 202~~43~~⁴³ and June 30, 202~~54~~⁵⁴ remaining after COUNTY notifies CITY
5 that the Maximum Obligation has decreased.

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

7 4b.If CITY is required to pay for increases as set forth in Subsection G-4a
8 above, COUNTY, at the request of CITY, will thereafter reduce the level of
9 service to be provided to CITY, as set forth in Attachment A of this
10 Agreement to a level that will make the Maximum Obligation of CITY
11 hereunder for the period July 1, 202~~43~~⁴³ through June 30, 202~~54~~⁵⁴ an amount
12 specified by CITY that is equivalent to or higher or lower than the Maximum
13 Obligation set forth in Subsection G-2 for said period at the time this
14 Agreement originally was executed. The purpose of such adjustment of
15 service levels will be to give CITY the option of keeping its Maximum
16 Obligation hereunder at the pre-increase level or at any other higher or
17 lower level specified by CITY. In the event of such reduction in level of
18 service and adjustment of costs, the parties shall execute an amendment to
19 this Agreement so providing, pursuant to Subsection C-8. Decisions about
20 how to reduce the level of service provided to CITY shall be made by
21 SHERIFF with the approval of CITY.

22 5. CITY shall pay COUNTY in accordance with COUNTY Board of
23 Supervisors' approved County Billing Policy, Attachment D. Payments
24 made electronically via a credit card or through a banking system that
25 charges Merchant Fees, Service Fees, or any other Fees shall be the
26 responsibility of the City. If the County is charged any of the before
27 mentioned fees, the City shall be responsible for payment of these fees to
28 the County.

1 6. COUNTY shall charge CITY late payment penalties in accordance with the
2 County Billing Policy.

3 7. As payment for the Licensing Services described in Subsection C-7 of this
4 Agreement, COUNTY shall retain all fees paid by applicants for licenses
5 pursuant to CITY ordinances listed in Attachment B. Retention of said fees
6 by COUNTY shall constitute payment in full to COUNTY for costs incurred
7 by COUNTY in performing the functions related to licensing described in
8 Subsection C-7; provided, however, that if any of said fees are waived or
9 reduced by CITY, CITY shall pay to COUNTY the difference between the
10 amount of fees retained by COUNTY and the fees that were set forth in the

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

12 ordinances listed in Attachment B at the time this Agreement was executed.
13 If CITY increases the fee schedule for the licensing ordinances set forth in
14 Attachment B, either party shall have the right to seek amendment of this
15 Agreement with respect to the division of the increased fees between CITY
16 and COUNTY.

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

20 9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

21 **H. NOTICES:**

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

26 **CITY:** ATTN: CITY MANAGER
27 24264 EL TORO ROAD
28 LAGUNA WOODS, CA 92653

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

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

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I. STATUS OF COUNTY:

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

J. STATE AUDIT:

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

1 beyond said three-year period until final resolution of said audit, claim or
2 litigation.

3 **K. ALTERATION OF TERMS:**

4 This Agreement is comprised of this document and Attachments A through G,
5 which are attached hereto and incorporated herein by reference.

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

12 **L. INDEMNIFICATION:**

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

1 CITY and used by COUNTY personnel in the performance of this
2 Agreement, for property damage, bodily injury or death or any other element
3 of damage of any kind or nature, and CITY shall defend, at its expense
4 including attorney fees, and with counsel approved in writing by COUNTY,
5 COUNTY and its elected and appointed officials, officers, agents,
6 employees, subcontractors and independent contractors in any legal action
7 or claim of any kind based or asserted upon such condition of public street,
8 work, or property, or illegality or unconstitutionality of a municipal ordinance,
9 or alleged acts or omissions. If judgment is entered against CITY and
10 COUNTY by a court of competent jurisdiction because of the concurrent
11 active negligence of either party, CITY and COUNTY agree that liability

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

13 will be apportioned as determined by the court. Neither party shall request
14 a jury apportionment.

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

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

28

1 1. COUNTY has established a Traffic Violator Apprehension Program [“the
2 Program”], which is operated by SHERIFF, and is designed to reduce
3 vehicle accidents caused by unlicensed drivers and drivers whose licenses
4 are suspended and to educate the public about the requirements of the
5 Vehicle Code and related safety issues with regard to driver licensing,
6 vehicle registration, vehicle operation, and vehicle parking. The Program
7 operates throughout the unincorporated areas of the COUNTY and in the
8 cities that contract with COUNTY for SHERIFF’s law enforcement services,
9 without regard to jurisdictional boundaries, because an area-wide approach
10 to reduction of traffic accidents and driver education is most effective in
11 preventing traffic accidents. In order for CITY to participate in the Program,
12 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the

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

14 same amount as approved by COUNTY, as set forth in the resolution that is
15 Attachment F [hereinafter called a “TVAP resolution”], and has directed that
16 the revenue from such fee be used for the Program. CITY’s participation in
17 the Program may be terminated at any time by rescission or amendment of
18 the TVAP resolution. In the event CITY 1) amends said TVAP resolution, or
19 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining
20 to the above-referenced fees and the Program, and 2) remains a participant
21 in the Program thereafter, CITY’s Manager, on behalf of CITY, and
22 SHERIFF, on behalf of COUNTY, have authority to execute an amendment
23 of this Agreement to substitute CITY’s amended or new TVAP resolution for
24 Attachment F to the Agreement, as long as said amendment to the
25 Agreement does not materially change any other provision of the
26 Agreement. As COUNTY updates its fees for the Program periodically,
27 COUNTY will provide written notice to CITY of the updated fees. CITY’S
28

1 participation in the Program will terminate if CITY determines not to adopt
2 the updated fees for the Program.

- 3 2. COUNTY will make available for review, at the request of CITY, all financial
4 data related to the Program as may be requested by CITY.
- 5 3. Fee revenue generated by COUNTY and participating cities will be used to
6 fund the following positions, which will be assigned to the Program:
- 7 • Ten one hundredths of one (0.10) Sergeant
8 (8 hours per two-week pay period)
 - 9 • One (1) Staff Specialist
10 (80 hours per two-week pay period)
 - 11 • One (1) Office Specialist
12 (80 hours per two-week pay period)

13 //

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

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

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

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

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

15 termination of Program service or adjustment of costs, the parties shall
16 execute an amendment to this Agreement so providing. Decisions about
17 how to reduce the level of Program service provided to CITY shall be made
18 by SHERIFF with the approval of CITY.

19 **N. MOBILE DATA COMPUTERS:**

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

1 necessary by COUNTY, including the costs of maintenance and
2 contributions to a fund for replacement and upgrade of such MDCs when
3 they become functionally or technologically obsolete.

4 The costs to be paid by CITY for recurring costs, including maintenance and
5 replacement/upgrade of MDCs, are included in the costs set forth in
6 Attachment C and the Maximum Obligation of CITY set forth in Subsection
7 G-2 of this Agreement unless CITY has already paid such costs. ~~CITY shall
8 not be charged additional amounts for maintenance or replacement/upgrade
9 of said MDCs during the period July 1, 2024³ through June 30, 2025⁴.~~

10 //
11 //
12 //

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

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

26 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
27 replacing/upgrading MDCs shall be paid by COUNTY from the
28 replacement/upgrade funds to be paid by CITY in accordance with the

1 foregoing. CITY shall not be charged any additional charge to replace or
2 upgrade MDCs.

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

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

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

14 when they become functionally or technologically obsolete.

15 The costs to be paid by CITY for recurring costs, including maintenance and
16 replacement/upgrade of E-Citation units, are included in the costs set forth
17 in Attachment C and the Maximum Obligation of CITY set forth in
18 Subsection G-2 of this Agreement unless CITY has already paid such costs.

19 ~~CITY shall not be charged additional amounts for maintenance or~~
20 ~~replacement/upgrade of said E-Citation units during the period July 1, 2024³~~
21 ~~through June 30, 2025⁴.~~

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

1 when they become functionally or technologically obsolete. Said costs
2 related to additional E-Citation units are not included in, and are in addition
3 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
4 set forth in Subsection G-2 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 foregoing. CITY shall not be charged any additional charge to replace or
9 upgrade E-Citation units.

10 P. EQUIPMENT:

- 11 1. As part of the law enforcement services to be provided to CITY, COUNTY
12 shall purchase motorcycles and radios that meet certain law enforcement
13 standards as determined by the COUNTY (hereinafter "Equipment").
- 14 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
15 Equipment, and b) recurring costs, c) the costs of maintenance, d)
16 replacement and upgrade of such Equipment when they become
17 functionally or technologically obsolete, as deemed necessary by COUNTY.
18 The costs to be paid by CITY are included in the costs set forth in
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement.
- 21 3. The Equipment purchased by the COUNTY for services to the CITY shall
22 be the property of the County.
- 23 4. Radios and motorcycles previously purchased by the CITY for COUNTY
24 law enforcement services to the CITY shall be the property of the CITY.
25 Notwithstanding Section L of this Agreement, COUNTY shall be
26 responsible to CITY for any damage to CITY radios and motorcycles
27 caused by COUNTY's act or omission.

28 //

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

3 DATED: _____

4 CITY OF LAGUNA WOODS

5 ATTEST: _____

6 City Clerk

7 BY: _____

8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____

11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14 BY: _____

15 Chairman of the Board of Supervisors
16 County of Orange, California

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

20 Attest:

21 _____

22 Robin Stieler
23 Clerk of the Board
24 County of Orange, California

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

28 BY: _____

Deputy

DATED: _____