

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION.....	3
C. REGULAR SERVICES BY COUNTY.....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY.....	6
E. BODY WORN CAMERA AND IN CAR VIDEO.....	9
F. LICENSING SERVICES BY CITY.....	10
G. PAYMENT.....	10
H. NOTICES.....	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT.....	15
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION.....	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	19
O. E-CITATION UNITS.....	21
<u>P. EQUIPMENT.....</u>	<u>21</u>
SIGNATURE PAGE.....	23
Attachment A:	Regular Services by County
Attachment B:	City Ordinances
Attachment C:	Payment
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form
//	
//	

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~43~~⁴³ and terminate
3 June 30, 202~~54~~⁵⁴ 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
7 one-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
9 June 30, 202~~54~~⁵⁴ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~54~~⁵⁴ and June 30, 202~~65~~⁶⁵, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows and
14 does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1, 202~~54~~⁵⁴
17 and August 31, 202~~54~~⁵⁴ and CITY shall pay COUNTY the full costs of
18 providing such services. Such full costs may be greater than those listed
19 herein for the period July 1, 202~~43~~⁴³ through June 30, 202~~54~~⁵⁴. SHERIFF and
20 CITY Manager shall file copies of any such amendments to this Agreement
21 with 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 **C. REGULAR SERVICES BY COUNTY: (Continued)**

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

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

2 as soon as possible once the emergency situation is under control.

- 3 7. With respect to the licensing ordinances of CITY listed in Attachment B,
4 SHERIFF shall receive applications for CITY licenses pursuant to said
5 ordinances and complete investigations relating to such applications. Said
6 investigations shall be forwarded to CITY Manager. COUNTY shall not
7 provide any advisory, administrative, hearing or litigation attorney support or
8 services related to licensing. COUNTY shall not provide any administrative
9 or investigatory services related to the licensing ordinances listed in
10 Attachment B, except the investigations relating to initial applications for
11 which this subsection provides.
- 12 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
13 CITY Manager, on behalf of CITY, are authorized to execute written
14 amendments to this Agreement to increase or decrease the level of service
15 set forth in Attachment A, when SHERIFF and CITY Manager mutually
16 agree that such increase or decrease in the level of service is appropriate.
17 Any such amendment to the Agreement shall concomitantly increase or
18 decrease the cost of services payable by CITY set forth in Attachment C and
19 the Maximum Obligation of CITY set forth in Subsection G-2, in accordance
20 with the current year's COUNTY law enforcement cost study. 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. Except
23 for costs related to Sections G-4a and G-4b, changes to this Agreement
24 executed by SHERIFF and CITY Manager may not, in the aggregate,
25 increase or decrease the cost of services payable by CITY by more than
26 one percent (1%) of the total cost originally set forth in Attachment C and the
27 Maximum Obligation originally set forth in Subsection G-2.

28

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

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

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

- 9 1. Enhanced services for events on CITY property. At the request of CITY,
10 through its City Manager, SHERIFF may provide enhanced law enforcement
11 services for functions, such as community events, conducted on property
12 that is owned, leased or operated by CITY. SHERIFF shall determine
13 personnel and equipment needed for such enhanced services. To the
14 extent the services provided at such events are at a level greater than that
15 specified in Attachment A of this Agreement, CITY shall reimburse
16 COUNTY for such additional services, at an amount computed by
17 SHERIFF, based on the current year's COUNTY law enforcement cost
18 study. The cost of these enhanced services shall be in addition to the
19 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
20 SHERIFF shall bill CITY immediately after each such event.
- 21 2. Supplemental services for occasional events operated by private individuals
22 and entities on non-CITY property. At the request of CITY, through its City
23 Manager, and within the limitations set forth in this Subsection D-2,
24 SHERIFF may provide supplemental law enforcement services to preserve
25 the peace at special events or occurrences that occur on an occasional
26 basis and are operated by private individuals or private entities on non-CITY
27 property. SHERIFF shall determine personnel and equipment needed for
28 such supplemental services, and will provide such supplemental services

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

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

- 21 3. Supplemental services for events operated by public entities on non-CITY
22 property. At the request of CITY, through its City Manager, and within the
23 limitations set forth in this Subsection D-3, SHERIFF may provide
24 supplemental law enforcement services to preserve the peace at special
25 events or occurrences that occur on an occasional basis and are operated
26 by public entities on non-CITY property. SHERIFF shall determine personnel
27 and equipment needed for such supplemental services, and will provide
28 such supplemental services only if SHERIFF is able to do so without

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

2 reducing services that SHERIFF otherwise would provide to CITY pursuant
3 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
4 providing such supplemental services at an amount computed by SHERIFF,
5 based on the current year's COUNTY law enforcement cost study. The cost
6 of these supplemental services shall be in addition to the Maximum
7 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
8 shall bill CITY immediately after each such event.

9 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
10 the services of the Sheriff at events, for which CITY issues permits, that are
11 operated by private individuals or entities or public entities. SHERIFF shall
12 determine personnel and equipment needed for said events. If said events
13 are in addition to the level of services listed in Attachment A of this
14 Agreement, CITY shall reimburse COUNTY for such additional services at
15 an amount computed by SHERIFF, based upon the current year's COUNTY
16 law enforcement cost study. The cost of these services shall be in addition
17 to the Maximum Obligation of CITY set forth in Subsection G-2 of this
18 Agreement. SHERIFF shall bill CITY immediately after said services are
19 rendered.

20 5. In accordance with Government Code Section 51350, COUNTY has
21 adopted Board Resolution 89-1160 which identifies Countywide services,
22 including but not limited to helicopter response. SHERIFF through this
23 contract provides enhanced helicopter response services. The cost of
24 enhanced helicopter response services is included in the cost of services set
25 forth in Attachment C and in the Maximum Obligation of CITY set forth in
26 Subsection G-2. COUNTY shall not charge any additional amounts for
27 enhanced helicopter services after the cost of services set forth in
28 Attachment C and in the Maximum Obligation set forth in Subsection G-2

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

2 has been established without written notification to the CITY.

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

4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, body worn cameras (hereinafter called "BWC")
6 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
7 called "ICV") that will be mounted in vehicles designated by SHERIFF for
8 use within CITY service area.

9 2. SHERIFF has the exclusive right to use said BWC and ICV for law
10 enforcement services related to this Agreement.

11 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
12 BWC and the acquisition and installation of ICV, and b) recurring costs, as
13 deemed necessary by COUNTY, including the costs of maintenance and
14 contributions to a fund for replacement and upgrade of such BWC and ICV
15 when they become functionally or technologically obsolete.

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

20 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
21 requires BWC and ICV for additional SHERIFF's personnel or vehicles
22 designated for use in the CITY service area, COUNTY will purchase said
23 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
24 COUNTY a) the full costs of acquisition and of additional BWC and the full

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

26 cost of acquisition and installation of additional ICV, and b) the full recurring
27 costs for said BWC and ICV, as deemed necessary by COUNTY, including
28 the costs of maintenance, and contributions to a fund for replacement and

1 upgrade of such BWC and ICV when they become functionally or
2 technologically obsolete. Said costs related to additional BWC and ICV are
3 not included in, and are in addition to, the costs set forth in Attachment C
4 and the Maximum Obligation of CITY set forth in Subsection G-2 of this
5 Agreement.

- 6 5. County will replace and/or upgrade BWC and ICV as needed. The costs of
7 replacing/upgrading BWC and ICV shall be paid by COUNTY from the
8 replacement/upgrade funds to be paid by CITY in accordance with the
9 foregoing.

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

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

17 **G. PAYMENT:**

- 18 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
19 COUNTY the full costs of performing the services mutually agreed upon in
20 this Agreement. The costs of services include salaries, wages, benefits,
21 mileage, services, supplies, equipment, and divisional, departmental and
22 COUNTY General overhead.
- 23 2. Unless the level of service set forth in Attachment A is increased or
24 decreased by mutual agreement of the parties, or CITY is required to pay for
25 increases as set forth in Subsection G-4, the Maximum Obligation of CITY
26 for services, other than Licensing Services, set forth in Attachment A of this
27 Agreement, to be provided by the COUNTY for the period July 1, 2024~~3~~

28

1 through June 30, 202~~5~~⁴, shall be \$~~11,383,7579,650,384~~ as set forth in
2 Attachment C.

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

8 3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~4~~³
9 through June 30, 202~~5~~⁴, said invoices will require payment by CITY of one-
10 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
11 of this Agreement, as said Maximum Obligation may have been increased or
12 decreased pursuant to mutual agreement of the parties. In addition, if a
13 determination is made that increases described in Subsection G-4 must be
14 paid, COUNTY thereafter shall include the pro-rata charges for such
15 increases in its monthly invoices to CITY for the balance of the period
16 between July 1, 202~~4~~³ and June 30, 202~~5~~⁴.

17 4a. At the time this Agreement is executed, there may be unresolved issues
18 pertaining to potential changes in salaries and benefits for COUNTY
19 employees. The costs of such potential changes are not included in the
20 Fiscal Year 202~~4~~³-2~~5~~⁴ cost set forth in Attachment C nor in the Fiscal Year
21 202~~4~~³-2~~5~~⁴ Maximum Obligation of CITY set forth in Subsection G-2 of this
22 Agreement. If the changes result in the COUNTY incurring or becoming

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

24 obligated to pay for increased costs for or on account of personnel whose
25 costs are included in the calculations of costs charged to CITY hereunder,
26 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
27 Subsection G-2 of this Agreement, the full costs of said increases to the
28 extent such increases are attributable to work performed by such personnel

1 after July 1, 202~~43~~, and CITY's Maximum Obligation hereunder shall be
2 deemed to have increased accordingly. CITY shall pay COUNTY in full for
3 such increases on a pro-rata basis over the portion of the period between
4 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY
5 that increases are payable. If the changes result in the COUNTY incurring
6 or becoming obligated to pay for decreased costs for or on account of
7 personnel whose costs are included in the calculations of costs charged to
8 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
9 extent such decreases are attributable to work performed by such personnel
10 during the period July 1, 202~~43~~ through June 30, 202~~54~~, and CITY's
11 Maximum Obligation hereunder shall be deemed to have decreased
12 accordingly. COUNTY shall reduce required payment by CITY in full for
13 such decreases on a pro-rata basis over the portion of the period between
14 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY
15 that the Maximum Obligation has decreased.

16 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
17 above, COUNTY, at the request of CITY, will thereafter reduce the level of
18 service to be provided to CITY as set forth in Attachment A of this
19 Agreement to a level that will make the Maximum Obligation of CITY
20 hereunder for the period July 1, 202~~43~~ through June 30, 202~~54~~ an amount
21 specified by CITY that is equivalent to or higher or lower than the Maximum
22 Obligation set forth in Subsection G-2 for said period at the time this

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

24 Agreement originally was executed. The purpose of such adjustment of
25 service levels will be to give CITY the option of keeping its Maximum
26 Obligation hereunder at the pre-increase level or at any other higher or
27 lower level specified by CITY. In the event of such reduction in level of
28 service and adjustment of costs, the parties shall execute an amendment to

1 this Agreement so providing, pursuant to Subsection C-8. Decisions about
2 how to reduce the level of service provided to CITY shall be made by
3 SHERIFF with the approval of CITY.

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

11 6. COUNTY shall charge CITY late payment penalties in accordance with
12 County Billing Policy.

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

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

24 Attachment B, either party shall have the right to seek amendment of this
25 Agreement with respect to the division of the increased fees between CITY
26 and COUNTY.
27
28

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

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

5 **H. NOTICES:**

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

10 **CITY:** ATTN: CITY MANAGER
11 24035 EL TORO ROAD
12 LAGUNA HILLS, CA 92653

13 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
14 SHERIFF-CORONER DEPARTMENT
15 320 NORTH FLOWER STREET, SUITE 108
16 SANTA ANA, CA 92703

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 or
24 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall

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

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 COUNTY pursuant to this Agreement. COUNTY, its agents and employees

1 shall not be entitled to any rights or privileges of CITY employees and shall not
2 be considered in any manner to be CITY employees.

3 **J. STATE AUDIT:**

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

11 **K. ALTERATION OF TERMS:**

12 This Agreement is comprised of this documents and Attachments A through G,
13 which are attached hereto and incorporated herein by reference. This
14 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 alteration
17 of, the terms of this Agreement, unless expressly provided herein, shall be valid
18 unless made in writing, formally approved and executed by duly authorized
19 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 **L. INDEMNIFICATION: (Continued)**

26 dangerous or defective condition of any public street, work, or property of
27 CITY, or for any illegality or unconstitutionality of CITY's municipal
28 ordinances. CITY shall indemnify and hold harmless COUNTY and its

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

- 23 2. COUNTY shall indemnify and hold harmless CITY and its elected and
24 appointed officials, officers, agents, employees, subcontractors and

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

26 independent contractors from any claim, demand or liability whatsoever
27 based or asserted upon any act or omission of COUNTY or its elected and
28 appointed officials, officers, agents, employees, subcontractors or

1 independent contractors related to this Agreement, for property damage,
2 bodily injury or death or any other element of damage of any kind or nature,
3 and COUNTY shall defend, at its expense, including attorney fees, and with
4 counsel approved in writing by CITY, CITY and its elected and appointed
5 officials, officers, agents, employees, subcontractors and independent
6 contractors in any legal action or claim of any kind based or asserted upon
7 such alleged acts or omissions.

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

9 1. COUNTY has established a Traffic Violator Apprehension Program [“the
10 Program”], which is operated by SHERIFF, and is designed to reduce
11 vehicle accidents caused by unlicensed drivers and drivers whose licenses
12 are suspended and to educate the public about the requirements of the
13 Vehicle Code and related safety issues with regard to driver licensing,
14 vehicle registration, vehicle operation, and vehicle parking. The Program
15 operates throughout the unincorporated areas of the COUNTY and in the
16 cities that contract with COUNTY for SHERIFF’s law enforcement services,
17 without regard to jurisdictional boundaries, because an area-wide approach
18 to reduction of traffic accidents and driver education is most effective in
19 preventing traffic accidents. In order for CITY to participate in the Program,
20 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
21 same amount as approved by COUNTY, as set forth in the resolution that is
22 Attachment F [hereinafter referred to as a “TVAP resolution”], and has
23 directed that the revenue from such fee be used for the Program. CITY’s
24 participation in the Program may be terminated at any time by rescission or
25 amendment of the TVAP resolution. In the event CITY 1) amends said

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

27 TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP
28 resolution pertaining to the above-referenced fees and the Program, and 2)

1 remains a participant in the Program thereafter, CITY's Manager, on behalf
2 of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
3 amendment of this Agreement to substitute CITY's amended or new TVAP
4 resolution for Attachment F to the Agreement, as long as said amendment to
5 this Agreement does not materially change any other provision of this
6 Agreement. As COUNTY updates its fees for the Program periodically,
7 COUNTY will provide written notice to CITY of the updated fees. CITY'S
8 participation in the Program will terminate if CITY determines not to adopt
9 the updated fees for the Program.

- 10 2. COUNTY will make available for review, at the request of CITY, all financial
11 data related to the Program as may be requested by CITY.
- 12 3. Fee revenue generated by COUNTY and participating cities will be used to
13 fund the following positions, which will be assigned to the Program:
 - 14 • Ten one hundredths of one (0.10) Sergeant
15 (8 hours per two-week pay period)
 - 16 • One (1) Staff Specialist
17 (80 hours per two-week pay period)
 - 18 • One (1) Office Specialist
19 (80 hours per two-week pay period)
- 20 4. Fee revenue generated by CITY may be used to reimburse CITY for
21 expenditures for equipment and/or supplies directly in support of the
22 Program. In order for an expenditure for equipment and/or supplies to be
23 eligible for reimbursement, CITY shall submit a request for and obtain pre-
24 approval of the expenditure by using the form as shown in Attachment G.
25 The request shall be submitted within the budget schedule established by

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

27 SHERIFF. SHERIFF shall approve the expenditure only if both of the
28 following conditions are satisfied: 1) there are sufficient Program funds,

1 attributable to revenue generated by CITY's fee, to pay for the requested
2 purchase, and 2) CITY will use the equipment and/or supplies, during their
3 entire useful life, only for purposes authorized by its TVAP resolution in
4 effect at the time of purchase.

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

- 10 5. In the event the fees adopted by COUNTY, CITY and other participating
11 jurisdictions are not adequate to continue operation of the Program at the
12 level at which it operated previously, COUNTY, at the option of CITY, will
13 reduce the level of Program service to be provided to CITY or will continue
14 to provide the existing level of Program services. COUNTY will charge CITY
15 the cost of any Program operations that exceed the revenue generated by
16 fees. Such charges shall be in addition to the Maximum Obligation of CITY
17 set forth in Subsection G-2 of this Agreement. The amount of any revenue
18 shortfall charged to CITY will be determined, at the time the revenue
19 shortfall is experienced, according to CITY's share of Program services
20 rendered. In the event of a reduction in level of Program service,
21 termination of Program service or adjustment of costs, the parties shall
22 execute an amendment to this Agreement so providing. Decisions about
23 how to reduce the level of Program service provided to CITY shall be made
24 by SHERIFF with the approval of CITY.

25 **N. MOBILE DATA COMPUTERS:**

- 26 1. As part of the law enforcement services to be provided to CITY, COUNTY
27 has provided, or will provide, mobile data computers (hereinafter called
28

1 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
2 designated by COUNTY for use within CITY limits.

- 3 2. SHERIFF has the exclusive right to use said MDCs 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 MDCs that are or will be mounted in patrol vehicles and
7 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
8 by COUNTY, including the costs of maintenance and contributions to a fund
9 for replacement and upgrade of such MDCs when they become functionally
10 or technologically obsolete.

11 The costs to be paid by CITY for recurring costs, including maintenance and
12 replacement/upgrade of MDCs, are included in the costs set forth in
13 Attachment C and the Maximum Obligation of CITY set forth in Subsection
14 G-2 of this Agreement unless CITY has already paid such costs.

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

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

25 included in, and are in addition to, the costs set forth in Attachment C and
26 the Maximum Obligation of CITY set forth in Subsection G-2 of this
27 Agreement.

28

1 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
2 replacing/upgrading MDCs shall be paid by COUNTY from the
3 replacement/upgrade funds to be paid by CITY in accordance with the
4 foregoing.

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

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

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

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

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

28

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.

9 **P. EQUIPMENT:**

- 10 1. As part of the law enforcement services to be provided to CITY, COUNTY
11 shall purchase motorcycles and radios that meet certain law enforcement
12 standards as determined by the COUNTY (hereinafter "Equipment").
- 13 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
14 Equipment, b) recurring costs, c) the costs of maintenance, and d)
15 replacement and upgrade of such Equipment when they become
16 functionally or technologically obsolete, as deemed necessary by COUNTY.
17 The costs to be paid by CITY are included in the costs set forth in
18 Attachment X and the Maximum Obligation of CITY set forth in Subsection X
19 of this Agreement.
- 20 3. The Equipment purchased by the COUNTY for services to the CITY shall
21 be the property of the County.
- 22 4. Radios and motorcycles previously purchased by the CITY for COUNTY
23 law enforcement services to the CITY shall be the property of the CITY.
24 Notwithstanding Subsection L of this Agreement, COUNTY shall be
25 responsible to CITY for any damage to CITY radios and motorcycles
26 caused by COUNTY's act or omission.
- 27
28

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

3 DATED: _____

4 CITY OF LAGUNA HILLS

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: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS

"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

ATTACHMENT A

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	16.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	3.00	each, 80 hrs./ per two wk. pay period
Sr. Emerg. Mgt. Prog. Coord.	Program Coordinator	1.00	80 hrs./ per two wk. pay period
TOTAL		28.33	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.65%
Investigator	Traffic	1.00	8.65%
Deputy Sheriff II	Traffic	3.00	8.65%
Investigative Assistant	Traffic	2.00	8.65%
Office Specialist	Traffic	1.00	8.65%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.13%
Investigator	Auto Theft	2.00	4.13%
Investigative Assistant	Auto Theft	1.00	4.13%
Office Specialist	Auto Theft	1.00	4.13%
DET:			
Sergeant	DET	1.00	10.04%
Investigator	DET	1.00	10.04%
COURTS:			
Investigative Assistant	Courts	2.00	11.02%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"PAYMENT"
(Subsection G-2)**

ATTACHMENT C

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 511,432	\$ 511,432
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 406,174	\$ 406,174
Sergeant	Patrol	0.33	\$ 406,174	\$ 134,037
Sergeant	Administrative	1.00	\$ 406,174	\$ 406,174
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 389,168	\$ 778,336
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	16.00	\$ 332,009	\$ 5,312,144
Deputy Sheriff II -Motor	Traffic	2.00	\$ 342,744	\$ 685,488
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	\$ 332,009	\$ 332,009
Community Services Officer	Parking Control	3.00	\$ 150,063	\$ 450,189
Sr. Emergency Mgt. Prog Coord.	Program Coordinator	1.00	\$ 207,644	\$ 207,644
TOTAL POSITIONS		28.33		\$ 9,223,627

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.65%	\$ 25,202
Investigator	Traffic	1.00	8.65%	\$ 30,422
Deputy Sheriff II	Traffic	3.00	8.65%	\$ 105,890
Investigative Assistant	Traffic	2.00	8.65%	\$ 29,981
Office Specialist	Traffic	1.00	8.65%	\$ 11,323
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.13%	\$ 6,021
Investigator	Auto Theft	2.00	4.13%	\$ 31,821
Investigative Assistant	Auto Theft	1.00	4.13%	\$ 7,130
Office Specialist	Auto Theft	1.00	4.13%	\$ 5,434
DET:				
Sergeant	DET	1.00	10.04%	\$ 50,886
Investigator	DET	1.00	10.04%	\$ 45,400
COURTS:				
Investigative Assistant	Courts	2.00	11.02%	\$ 35,150
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 33,838
TOTAL REGIONAL/SHARED		16.90		\$ 418,498

OTHER CHARGES AND CREDITS (Subsection G-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition for one(1) and recurring cost for twenty-one and a third (21.33) units; overtime; one (1) Motorcycle; patrol training cost allocation; premium pay for bilingual staff, on-call pay, education incentive pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,741,632
--	---------------------

TOTAL COST OF SERVICES (Subsection G-2)	\$ 11,383,757
--	----------------------