

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

THIS AGREEMENT is entered into this First day of May 202~~2~~⁴ 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, 202~~24~~²¹ and terminate
3 June 30, 202~~32~~³¹ unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
7 hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 202~~32~~³¹ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~32~~³¹ and June 30, 202~~43~~⁴², 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
14 and 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~~32~~³¹
17 and August 31, 202~~32~~³¹, 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~~24~~²¹ through June 30, 202~~32~~³¹. 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
24 employees, hereinafter referred to as "SHERIFF", shall render to CITY law
25 enforcement services as hereinafter provided. Such services shall include
26 the enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 202~~24~~ through June 30, 202~~32~~ is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in 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 longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

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C. REGULAR SERVICES BY COUNTY: (Continued)

6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to CITY as soon as possible once the emergency situation is under control.
7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.
8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this

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

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

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

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

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

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

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

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special

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

events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

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

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services

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

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

E. BODY WORN CAMERA AND IN CAR VIDEO:~~PATROL VIDEO SYSTEMS:~~

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF'S personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles ~~patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles~~ designated by SHERIFFCOUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICVPVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV~~Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY,~~ and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICVPVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICVPVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or

replacement/upgrade of said BWC and ICVPVS during the period July 1, 202~~2~~⁴ through June 30, 202~~3~~².

E. BODY WORN CAMERA AND IN CAR VIDEO: PATROL VIDEO SYSTEMS:

(Continued)

4. If, following the initial acquisition of BWC and ICVPVS referenced above, CITY requires BWC and ICVPVS for additional SHERIFF'S personnel or vehicles~~patrol cars~~ designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICVPVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition ~~and installation~~ of ~~said~~ additional BWC and the full cost of acquisition and installation of additional ICVPVS, and b) the full recurring costs for said BWC and ICVPVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICVPVS when they become functionally or technologically obsolete. Said costs related to additional BWC and ICVPVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade BWC and ICVPVS as needed. The costs of replacing/upgrading BWC and ICVPVS 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 BWC and ICVPVS.

F. LICENSING SERVICES BY CITY:

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

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

G. PAYMENT:

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

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by COUNTY for the period July 1, 202~~24~~ through June 30, 202~~32~~ shall be \$10,798,259 ~~10,296,253~~ as set forth in Attachment C.

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.

3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~24~~ through June 30, 202~~32~~, said invoices will require payment of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such

1 increases in its monthly invoices to CITY for the balance of the period
2 between July 1, 202~~24~~ and June 30, 202~~32~~.

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

4 4a. At the time this Agreement is executed, there may be unresolved issues
5 pertaining to potential changes in salaries and benefits for COUNTY
6 employees. The costs of such potential changes are not included in the
7 Fiscal Year 202~~24~~-2~~32~~ cost set forth in Attachment C nor in the Fiscal Year
8 202~~24~~-2~~32~~ Maximum Obligation of CITY set forth in Subsection G-2 of this
9 Agreement. If the changes result in the COUNTY incurring or becoming
10 obligated to pay for increased costs for or on account of personnel whose
11 costs are included in the calculations of costs charged to CITY hereunder,
12 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
13 Subsection G-2 of this Agreement, the full costs of said increases to the
14 extent such increases are attributable to work performed by such personnel
15 after July 1, 202~~24~~, and CITY's Maximum Obligation hereunder shall be
16 deemed to have increased accordingly. CITY shall pay COUNTY in full for
17 such increases on a pro-rata basis over the portion of the period between
18 July 1, 202~~24~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY
19 that increases are payable. If the changes result in the COUNTY incurring
20 or becoming obligated to pay for decreased costs for or on account of
21 personnel whose costs are included in the calculations of costs charged to
22 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
23 the extent such decreases are attributable to work performed by such
24 personnel during the period July 1, 202~~24~~ through June 30, 202~~32~~, and
25 CITY's Maximum Obligation hereunder shall be deemed to have decreased
26 accordingly. COUNTY shall reduce required payment by CITY in full for
27 such decreases on a pro-rata basis over the portion of the period between
28 July 1, 202~~24~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY

1 that the Maximum Obligation has decreased.

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

3 4b.If CITY is required to pay for increases as set forth in Subsection G-4a
4 above, COUNTY, at the request of CITY, will thereafter reduce the level of
5 service to be provided to CITY as set forth in Attachment A of this
6 Agreement to a level that will make the Maximum Obligation of CITY
7 hereunder for the period July 1, 202~~24~~ through June 30, 202~~32~~ an amount
8 specified by CITY that is equivalent to or higher or lower than the Maximum
9 Obligation set forth in Subsection G-2 for said period at the time this
10 Agreement originally was executed. The purpose of such adjustment of
11 service levels will be to give CITY the option of keeping its Maximum
12 Obligation hereunder at the pre-increase level or at any other higher or
13 lower level specified by CITY. In the event of such reduction in level of
14 service and adjustment of costs, the parties shall execute an amendment to
15 this Agreement so providing. Decisions about how to reduce the level of
16 service provided to CITY shall be made by SHERIFF with the approval of
17 CITY.

18 5. CITY shall pay COUNTY in accordance with COUNTY Board of
19 Supervisors' approved County Billing Policy, which is attached hereto as
20 Attachment D and incorporated herein by this reference.

21 6. COUNTY shall charge CITY late payment penalties in accordance with
22 County Billing Policy.

23 7. As payment for the Licensing Services described in Subsection C-7 of this
24 Agreement, COUNTY shall retain all fees paid by applicants for licenses
25 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
26 said fees by COUNTY shall constitute payment in full to COUNTY for costs
27 incurred by COUNTY in performing the functions related to licensing
28

described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference

G. PAYMENT: (Continued)

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

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

H. NOTICES:

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

CITY: ATTN: CITY MANAGER

22112 EL PASEO

RANCHO SANTA MARGARITA, CA 92688

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT

320 NORTH FLOWER STREET, SUITE 108

SANTA ANA, CA 92703

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

4 **I. STATUS OF COUNTY:**

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

14 **J. STATE AUDIT:**

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

23 **K. ALTERATION OF TERMS:**

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

L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that

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

2 liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

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

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

- 17 1. COUNTY has established a Traffic Violator Apprehension Program ["the
18 Program"], which is operated by SHERIFF, and is designed to reduce
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses
20 are suspended and to educate the public about the requirements of the
21 Vehicle Code and related safety issues with regard to driver licensing,
22 vehicle registration, vehicle operation, and vehicle parking. The Program
23 operates throughout the unincorporated areas of the COUNTY and in the
24 cities that contract with COUNTY for SHERIFF's law enforcement services,
25 without regard to jurisdictional boundaries, because an area-wide approach
26 to reduction of traffic accidents and driver education is most effective in
27 preventing traffic accidents. In order for CITY to participate in the Program,
28 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

same amount as approved by COUNTY, as set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the Program periodically, COUNTY will provide written notice to CITY of the updated fees. CITY'S participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

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

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 202~~2~~⁴ through June 30, 202~~3~~².

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N. MOBILE DATA COMPUTERS: (Continued)

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in CITY, or for CITY Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs 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 MDCs.

O. E-CITATION UNITS:

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

O. E-CITATION UNITS: (Continued)

when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 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, 202~~2~~⁴ through June 30, 202~~3~~².

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional 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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 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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**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	2.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		0.33	26.40 hrs./ per two wk. pay period
PATROL, TRAFFIC, COMMUNITY SUPPORT, AND SPECIAL ENFORCEMENT SERVICES*:			
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Traffic	2.00	each, 80 hrs./ per two wk. pay period
Crime Prevention Specialist (EH)		1.00	960 Hours
TOTAL		30.33	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	5.28%
Deputy Sheriff II	Traffic	4.00	5.28%
Investigative Assistant	Traffic	2.00	5.28%
Office Specialist	Traffic	1.00	5.28%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	1.63%
Investigator	Auto Theft	2.00	1.63%
Investigative Assistant	Auto Theft	1.00	1.63%
Office Specialist	Auto Theft	1.00	1.63%
DET:			
Sergeant	DET	1.00	8.44%
Investigator	DET	1.00	8.44%
COURTS:			
Investigative Assistant	Courts	2.00	13.10%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.16%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 439,580	\$ 439,580
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 366,981	\$ 366,981
Sergeant	Patrol	2.00	\$ 366,981	\$ 733,962
INVESTIGATION SERVICES:				
Investigator		1.00	\$ 365,932	\$ 365,932
Investigative Assistant		1.00	\$ 202,146	\$ 202,145
Investigative Assistant		0.33	\$ 202,146	\$ 66,709
PATROL, TRAFFIC, COMMUNITY SUPPORT AND SPECIAL ENFORCEMENT SERVICES:				
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	\$ 304,136	\$ 6,386,856
ADDITIONAL SERVICES:				
Community Services Officer	Traffic	2.00	\$ 142,012	\$ 284,024
Crime Prevention Specialist (EH)		1.00	\$ 37,553	\$ 37,553
TOTAL POSITIONS		30.33		\$ 8,883,742

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	5.28%	\$ 15,601
Deputy Sheriff II	Traffic	4.00	5.28%	\$ 80,270
Investigative Assistant	Traffic	2.00	5.28%	\$ 16,453
Office Specialist	Traffic	1.00	5.28%	\$ 6,403
AUTO THEFT:				
Sergeant	Auto Theft	0.30	1.63%	\$ 2,402
Investigator	Auto Theft	2.00	1.63%	\$ 11,275
Investigative Assistant	Auto Theft	1.00	1.63%	\$ 2,545
Office Specialist	Auto Theft	1.00	1.63%	\$ 1,906
DET:				
Sergeant	DET	1.00	8.44%	\$ 36,618
Investigator	DET	1.00	8.44%	\$ 33,944
COURTS:				
Investigative Assistant	Courts	2.00	13.10%	\$ 38,760
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.16%	\$ 31,936
TOTAL REGIONAL/SHARED		16.90		\$ 278,113

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 three (3) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and a half (18.5) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; restitution payments credits and retirement rate discount for FY 2022-23.

TOTAL OTHER CHARGES AND CREDITS **\$ 1,636,404**

TOTAL COST OF SERVICES (Subsection G-2) **\$ 10,798,259**