

ATTACHMENT 1

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAKE FOREST**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS AGREEMENT** is entered into this First day of June 2023 which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAKE FOREST, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
13 services; and

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301 and 55632, on the terms and
16 conditions hereinafter set forth,

17 **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, 2023 and terminate
3 June 30, 2024 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, 2024 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2024 and June 30, 2025, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2024 and
17 August 31, 2024, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2023 through June 30, 2024. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and
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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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
6 will be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by COUNTY for
8 the period July 1, 2023 through June 30, 2024 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
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 shall be 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
20 shall notify CITY Manager of the date or dates such service or services are
21 to be implemented. SHERIFF shall reduce the monthly charges to CITY,
22 based on the actual date of implementation of the service or services.
23 Charges shall be reduced on the next monthly billing tendered in
24 accordance with 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 the Captain

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

2 to CITY 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, SHERIFF, on behalf of COUNTY, and CITY
13 Manager, on behalf of CITY, are authorized to execute written amendments
14 to this Agreement to increase or decrease the level of service set forth in
15 Attachment A, when SHERIFF and CITY Manager mutually agree that such
16 increase or decrease in the level of service is appropriate. Any such
17 amendment to the Agreement shall concomitantly increase or decrease the
18 cost of services payable by CITY as set forth in Attachment C and the
19 Maximum Obligation of CITY set forth in Subsection G-2, in accordance
20 with the current year's COUNTY law enforcement cost study. SHERIFF
21 and CITY Manager shall file copies of any such amendments to this
22 Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's
23 Clerk. Except for costs related to Sections G-4a and G-4b, changes to this
24 Agreement executed by SHERIFF and CITY Manager may not, in the
25 aggregate, increase or decrease the cost of services payable by CITY by
26 more than one percent (1%) of the total cost originally set forth in
27 Attachment C and the Maximum Obligation originally set forth in Subsection
28 G-2.

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
11 enforcement services for functions, such as community events, conducted
12 on property that is owned, leased or operated by CITY. SHERIFF shall
13 determine personnel and equipment needed for such enhanced services.
14 To the extent the services provided at such events are at a level greater
15 than that specified in Attachment A of this Agreement, CITY shall
16 reimburse COUNTY for such additional services, at an amount computed
17 by 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
22 individuals and entities on non-CITY property. At the request of CITY,
23 through its City Manager, and within the limitations set forth in this
24 Subsection D-2, SHERIFF may provide supplemental law enforcement
25 services to preserve the peace at special events or occurrences that occur
26 on an occasional basis and are operated by private individuals or private
27 entities on non-CITY property. SHERIFF shall determine personnel and
28 equipment needed for such supplemental services, and will provide such

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

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

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

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

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

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

19 5. In accordance with Government Code Section 51350, COUNTY has
20 adopted Board Resolution 89-1160 which identifies Countywide services,
21 including but not limited to helicopter response. SHERIFF through this
22 contract provides enhanced helicopter response services. The cost of
23 enhanced helicopter response services is included in the cost of services
24 set forth in Attachment C and in the Maximum Obligation of CITY set forth
25 in Subsection G-2. COUNTY shall not charge any additional amounts for
26 enhanced helicopter services after the cost of services set forth in
27 Attachment C and in the Maximum Obligation set forth in Subsection G-2
28 has been established without written notification to the CITY.

E. BODY WORN CARMERA AND IN CAR VIDEO:

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 designated by SHERIFF for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICV 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, 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 ICV 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 ICV, 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. 4.
4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF'S personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete.

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

2 Said costs related to additional BWC and ICV are not included in, and are in
3 addition to, the costs set forth in Attachment C and the Maximum Obligation
4 of CITY set forth in Subsection G-2 of this Agreement.

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

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

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

16 **G. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
18 COUNTY the full costs of performing the services mutually agreed upon in
19 this Agreement. The costs of services include salaries, wages, benefits,
20 mileage, services, supplies, equipment, and divisional, departmental and
21 COUNTY General overhead. Unless the level of service set forth in
22 Attachment A is increased or decreased pursuant to mutual agreement of
23 the parties, or CITY is required to pay for increases as set forth in
24 Subsection G-4, the Maximum Obligation of CITY for services, other than
25 Licensing Services, set forth in Attachment A of this Agreement, to be
26 provided by the COUNTY for the period July 1, 2023 through June 30, 2024,
27 shall be \$19,629,237 as set forth in Attachment C.

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

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

7 3. COUNTY shall invoice CITY monthly. During the period July 1, 2023
8 through June 30, 2024, said invoices will require payment by CITY of one-
9 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection
10 G-2 of this Agreement, as said Maximum Obligation may have been
11 increased or decreased pursuant to mutual agreement of the parties. In
12 addition, if a determination is made that increases described in Subsection
13 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
14 such increases in its monthly invoices to CITY for the balance of the period
15 between July 1, 2023 and June 30, 2024.

16 4a. At the time this Agreement is executed, there may be unresolved issues
17 pertaining to potential changes in salaries and benefits for COUNTY
18 employees. The costs of such potential changes are not included in the
19 Fiscal Year 2023-24 cost set forth in Attachment C nor in the Fiscal Year
20 2023-24 Maximum Obligation of CITY set forth in Subsection G-2 of this
21 Agreement. If the changes result in the COUNTY incurring or becoming
22 obligated to pay for increased costs for or on account of personnel whose
23 costs are included in the calculations of costs charged to CITY hereunder,
24 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
25 Subsection G-2 of this Agreement, the full costs of said increases to the
26 extent such increases are attributable to work performed by such personnel
27 after July 1, 2023, and CITY'S Maximum Obligation hereunder shall be
28 deemed to have increased accordingly. CITY shall COUNTY in full for such

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

2 increases on a pro-rata basis over the portion of the period between July 1,
3 2023 and June 30, 2024 remaining after COUNTY notifies CITY that
4 increases are payable. If the changes result in the COUNTY incurring or
5 becoming obligated to pay for decreased costs for or on account of
6 personnel whose costs are included in the calculations of costs charged to
7 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
8 the extent such decreases are attributable to work performed by such
9 personnel during the period July 1, 2023 through June 30, 2024, and
10 CITY's Maximum Obligation hereunder shall be deemed to have decreased
11 accordingly. COUNTY shall reduce required payment by CITY in full for
12 such decreases on a pro-rata basis over the portion of the period between
13 July 1, 2023 and June 30, 2024 remaining after COUNTY notifies CITY that
14 the Maximum Obligation has decreased.

15 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
16 above, COUNTY, at the request of CITY, will thereafter reduce the level of
17 service to be provided to CITY as set forth in Attachment A of this
18 Agreement to a level that will make the Maximum Obligation of CITY
19 hereunder for the period July 1, 2023 through June 30, 2024 an amount
20 specified by CITY that is equivalent to or higher or lower than the Maximum
21 Obligation set forth in Subsection G-2 for said period at the time this
22 Agreement originally was executed. The purpose of such adjustment of
23 service levels will be to give CITY the option of keeping its Maximum
24 Obligation hereunder at the pre-increase level or at any other higher or
25 lower level specified by CITY. In the event of such reduction in level of
26 service and adjustment of costs, the parties shall execute an amendment to
27 this Agreement so providing, pursuant to Subsection C-8. Decisions about
28 How to reduce the level of service provided to CITY shall be made by

- 1 **G. PAYMENT:** (Continued)
- 2 SHERIFF with the approval of CITY.
- 3 5. CITY shall pay COUNTY in accordance with COUNTY Board of
- 4 Supervisors' approved County Billing Policy, Attachment D.
- 5 6. COUNTY shall charge CITY late payment penalties in accordance with
- 6 County Billing Policy.
- 7 7. As payment for the Licensing Services described in Subsection C-7 of this
- 8 Agreement, COUNTY shall retain all fees paid by applicants for licenses
- 9 pursuant to CITY ordinances listed in Attachment B. Retention of said fees
- 10 by COUNTY shall constitute payment in full to COUNTY for costs incurred
- 11 by COUNTY in performing the functions related to licensing described in
- 12 Subsection C-7; provided, however, that if any of said fees are waived or
- 13 reduced by CITY, CITY shall pay to COUNTY the difference between the
- 14 amount of fees retained by COUNTY and the fees that were set forth in the
- 15 ordinances listed in Attachment B at the time this Agreement was executed.
- 16 If CITY increases the fee schedule for the licensing ordinances set forth in
- 17 Attachment B, either party shall have the right to seek amendment of this
- 18 Agreement with respect to the division of the increased fees between CITY
- 19 and COUNTY.
- 20 8. Fees generated or collected by SHERIFF contract personnel for copying of
- 21 documents related to the services provided in this Agreement will be at
- 22 COUNTY-established rates and will be credited to CITY on an annual basis.
- 23 9. Narcotic asset forfeitures will be handled pursuant to Attachment E.
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1 **H. NOTICES:**

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

6 **CITY:** ATTN: CITY MANAGER

7 100 Civic Center Drive

8 LAKE FOREST, CA 92630 – 8855

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

10 SHERIFF-CORONER DEPARTMENT

11 320 NORTH FLOWER STREET, SUITE 108

12 SANTA ANA, CA 92703

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

16 **I. STATUS OF COUNTY:**

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

26 **J. STATE AUDIT:**

27 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
28 subject to examination and audit by the State Auditor for a period of three (3)

1 **J. STATE AUDIT: (Continued)**

2 years after final payment by CITY to COUNTY under this Agreement. CITY
3 and COUNTY shall retain all records relating to the performance of this
4 Agreement for said three-year period, except that those records pertaining to
5 any audit then in progress, or to any claims or litigation, shall be retained
6 beyond said three-year period, until final resolution of said audit, claim or
7 litigation.

8 **K. ALTERATION OF TERMS:**

9 This Agreement is comprised of this documents and Attachments A through G,
10 which are attached hereto and incorporated herein by reference. This
11 Agreement fully expresses all understanding of CITY and COUNTY with
12 respect to the subject matter of this Agreement and shall constitute the total
13 Agreement between the parties for these purposes. No addition to or alteration
14 of the terms of this Agreement, unless expressly provided herein, shall be valid
15 unless made in writing, formally approved and executed by duly authorized
16 agents of both parties.

17 **L. INDEMNIFICATION:**

18 1. COUNTY, its officers, agents, employees, subcontractors and independent
19 contractors shall not be deemed to have assumed any liability for the
20 negligence or any other act or omission of CITY or any of its officers,
21 agents, employees, subcontractors or independent contractors, or for any
22 dangerous or defective condition of any public street, work, or property of
23 CITY, or for any illegality or unconstitutionality of CITY's municipal
24 ordinances. CITY shall indemnify and hold harmless COUNTY and its
25 elected and appointed officials, officers, agents, employees, subcontractors
26 and independent contractors from any claim, demand or liability whatsoever
27 based or asserted upon the condition of any public street, work, or property
28 of CITY, or upon the illegality or unconstitutionality of any municipal

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

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

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

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

2 officials, officers, agents, employees, subcontractors and independent
3 contractors in any legal action or claim of any kind based or asserted upon
4 such alleged acts or omissions.

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

6 1. COUNTY has established a Traffic Violator Apprehension Program [“the
7 Program”], which is operated by SHERIFF, and is designed to reduce
8 vehicle accidents caused by unlicensed drivers and drivers whose licenses
9 are suspended and to educate the public about the requirements of the
10 Vehicle Code and related safety issues with regard to driver licensing,
11 vehicle registration, vehicle operation, and vehicle parking. The Program
12 operates throughout the unincorporated areas of the COUNTY and in the
13 cities that contract with COUNTY for SHERIFF’s law enforcement services,
14 without regard to jurisdictional boundaries, because an area-wide approach
15 to reduction of traffic accidents and driver education is most effective in
16 preventing traffic accidents. In order for CITY to participate in the Program,
17 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
18 same amount as approved by COUNTY, as set forth in the resolution that
19 is Attachment F [hereinafter called a “TVAP resolution”], and has directed
20 that the revenue from such fee be used for the Program. CITY’s
21 participation in the Program may be terminated at any time by rescission or
22 amendment of the TVAP resolution. In the event CITY 1) amends said
23 TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP
24 resolution pertaining to the above-referenced fees and the Program, and 2)
25 remains a participant in the Program thereafter, CITY’s Manager, on behalf
26 of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
27 amendment of this Agreement to substitute CITY’s amended or new TVAP
28 resolution for Attachment F to the Agreement, as long as said amendment

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

2 to this Agreement does not materially change any other provision of this
3 Agreement. As COUNTY updates its fees for the Program periodically
4 COUNTY will provide written notice to CITY of the updated fees. CITY'S
5 participation in the Program will terminate if CITY determines not to adopt
6 the updated fees for the Program.

7 2. COUNTY will make available for review, at the request of CITY, all financial
8 data related to the Program as may be requested by CITY.

9 3. Fee revenue generated by COUNTY and participating cities will be used to
10 fund the following positions, which will be assigned to the Program:

- 11 • Ten one hundredths of one (0.10) Sergeant
12 (8 hours per two-week pay period)
- 13 • One (1) Staff Specialist
14 (80 hours per two-week pay period)
- 15 • One (1) Office Specialist
16 (80 hours per two-week pay period)

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

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

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

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

21 **N. MOBILE DATA COMPUTERS:**

- 22 1. As part of the law enforcement services to be provided to CITY, COUNTY
23 has provided, or will provide, mobile data computers (hereinafter called
24 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
25 designated by COUNTY for use within CITY limits.
26 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
27 services related to this Agreement.

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

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

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

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

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

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

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

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

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

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

15 Attachment C and the Maximum Obligation of CITY set forth in Subsection
16 G-2 of this Agreement unless CITY has already paid such costs. 4.

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

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1 **O. E-CITATION UNITS: (Continued)**
2 5. COUNTY will replace and/or upgrade E-Citation units as needed. The
3 costs of replacing/upgrading E-Citation units shall be paid by COUNTY from
4 the replacement/upgrade funds to be paid by CITY in accordance with the
5 foregoing.
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