

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT FOR PROSECUTION SERVICES ("AGREEMENT") , made and entered into by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision of the State of California and a body politic and corporate (hereinafter designated as "COUNTY"), and the CITY of _____, a municipal corporation, located in the County of Orange (hereinafter designated as "CITY").

In consideration of the terms herein COUNTY and CITY agree as follows:

1. COUNTY, through its District Attorney (DA), shall render to CITY such services as may be required to prosecute criminal violations of CITY's ordinances by persons 18 years of age or older in courts.

2. COUNTY shall provide all staffing and supervision necessary to prosecute criminal violations of CITY ordinances as contemplated by this AGREEMENT.

3. The final authority for rendition of services, standards of performance, and other matters incident to the performance of prosecution services and the control of COUNTY personnel shall remain in COUNTY. The DA shall have the exclusive authority to file a criminal complaint and conduct the prosecution of any criminal violations of CITY ordinances.

4. CITY, its officers, agents, and employees are not liable for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services under this Agreement. CITY, its officer, agents, and employees are not liable for compensation or indemnity to any COUNTY employee for any injury or sickness arising out of his or her employment.

5. COUNTY, its officers, agents, and employees are not liable for the acts or omissions of CITY, its officers, agents, or employees.

6. CITY and COUNTY shall hold each other harmless from liability for acts or omissions under this AGREEMENT of the officers, agents, and employees of the other.

7. (a) Referrals for Complaints. CITY may refer suspected violations of its criminal ordinances by persons 18 years or older to the DA for a determination as to whether a criminal complaint should be filed. CITY shall pay COUNTY the sum of \$301.43 for each referral, without regard to the issuance of a complaint. For the purposes of this AGREEMENT a "referral" means an occurrence constituting an alleged violation of one or more CITY ordinances by one person. CITY shall provide investigation materials, reports, copies of its ordinances, and additional records or information as requested by the DA. In cases where prosecution is authorized by the DA, the DA will draft and prepare the complaint. When "not guilty" pleas are entered on such complaints, the DA will prosecute such cases through trial without further charge, except as provided in Paragraph 7(c) herein. CITY shall pay COUNTY \$183.74 per hour of attorney time and \$117.69 per hour of clerical support's time for services performed under this paragraph for trials that exceed one day.

(b) Additional Trial Prosecution. Trials on CITY citations and trials on CITY complaints not issued pursuant to Paragraph 7(a) above will not be tried by the DA without the consent of the Assistant DA in charge of the branch service the judicial district in which CITY is located. The DA may determine that CITY ordinances of exclusively local concern should be prosecuted by the CITY attorney. Except as provide in Paragraph 7(c), CITY shall pay COUNTY 301.43 for each DA prosecution of a CITY citation or a CITY complaint not issued pursuant to Paragraph 7(a). For the purposes of this paragraph, "DA prosecution" means the DA's appearance in Court after witnesses are subpoenaed on the first setting for a defendant's trial. Where CITY asks the DA to request dismissal before subpoenas have been issued and the DA agrees to that request, no charge will be made. As prosecutor, the DA has the right to control the disposition of all complaints, trials, and appeals herein described in accordance with the duties of his office. CITY will provide investigation materials, reports, citations, copies of its ordinances, and additional records or information necessary for trial as requested by the DA. CITY shall pay COUNTY \$183.74 per hour of attorney time and 117.69 per hour of clerical support's time for services performed under this paragraph for prosecutions in excess of one day.

(c) Appeals. CITY may request the DA to file, answer, and litigate appeals of convictions of violations of CITY's ordinances. CITY shall pay COUNTY \$183.74 per hour of attorney time and \$117.69 per hour of clerical support's time for services performed under this paragraph.

(d) The rates for services specified in this AGREEMENT shall be reviewed annually by COUNTY's Auditor-Controller and, if it is determined that a change in the rate is necessary to reflect change in costs to COUNTY, COUNTY shall notify CITY of such change prior to June 30, and the change shall become effective the following July 1.

8. Within ten days following the end of each calendar quarter, COUNTY shall render to CITY a statement of the cost of services performed under this AGREEMENT, and CITY shall pay COUNTY the amount charged within 20 days after receipt of such statement. Such statement shall consist of the number of referrals for complaints, additional trial prosecutions, and itemized appeals. If such payment is not received by COUNTY within 30 days after rendition of billing, COUNTY may satisfy such indebtedness from any funds of CITY on deposit with COUNTY without giving further notice to CITY of COUNTY's intention to do so.

9. Upon execution of this AGREEMENT, CITY shall provide two copies of its municipal ordinances to the DA. CITY shall further provide the DA with complete details on any additions, deletions, or corrections to the municipal ordinances that may occur during the term of this AGREEMENT.

10. This AGREEMENT shall continue in full force and effect for a five-year period, commencing July 1, 2023, and terminating on June 30, 2028, provided that either party may terminate the AGREEMENT upon 30 days' written notice. CITY shall pay all compensation for services rendered under this AGREEMENT irrespective of the termination or expiration of this AGREEMENT. Termination of this AGREEMENT shall not affect the duties of the parties already initiated that extend beyond the termination of this AGREEMENT.

IN WITNESS WHEREOF, COUNTY has caused this AGREEMENT to be executed by the Chairman of its Board of Supervisors and Attested by the Clerk of said Board, and CITY has caused this AGREEMENT to be executed by its Mayor and attested by the CITY Clerk on the dates set opposite their respective signatures.

Dated: _____, 2023

“COUNTY”

COUNTY OF ORANGE, a political subdivision of the State of California

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF BOARD

By _____
Chairman of the Board of Supervisors

Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

“CITY”

APPROVED AS TO FORM
LEON J. PAGE, COUNTY COUNSEL

A municipal corporation

By: _____

Digitally signed by Leon J. Page, DN: cn=Leon J. Page, o=County of Orange, ou=County of Orange, email=leonj.page@coorange.ca.gov, c=US, Date: 2023.03.17 11:16:25 -0700

By: _____
Mayor

Dated: March 17, 2023

Dated: _____, 2023

ATTEST:

By: _____
City Clerk

Dated: _____, 2023