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**AGREEMENT
BETWEEN THE
CITY OF DANA POINT
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 20~~2019~~²⁰¹⁹, which date is enumerated for purposes of reference only, by and between the CITY OF DANA POINT, 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, 20~~20~~19 and terminate
3 June 30, 202~~1~~0, 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~~1~~0 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~1~~0 and June 30, 202~~2~~4, 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~~1~~0
17 and August 31, 202~~1~~0, 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, 20~~20~~19 through June 30, 2020~~1~~. 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, 20~~2019~~ through June 30, 20~~2120~~, is set forth in
9 Attachment A and incorporated herein by this reference.
- 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(s) 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 will 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 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 on
22 the actual date of implementation of the service or services. Charges shall
23 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 Lieutenant in charge of CITY Police Services. If SHERIFF
27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

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

- 3 7. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
4 CITY Manager, on behalf of CITY, are authorized to execute written
5 amendments to this Agreement to increase or decrease the level of service
6 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree
7 that such increase or decrease in the level of service is appropriate. Any
8 such amendment to the Agreement shall concomitantly increase or decrease
9 the cost of services payable by CITY set forth in Attachment B and
10 incorporated herein by this reference and the Maximum Obligation of CITY
11 set forth in Subsection G-2, in accordance with the current year's COUNTY
12 law enforcement cost study. SHERIFF and CITY Manager shall file copies
13 of any such amendments to this Agreement with the Clerk of COUNTY's
14 Board of Supervisors and CITY's Clerk. Amendments to this Agreement
15 executed by SHERIFF and CITY Manager may not, in the aggregate,
16 increase or decrease the cost of services payable by CITY by more than one
17 percent (1%) of the total cost originally set forth in Attachment B and the
18 Maximum Obligation originally set forth in Subsection G-2.

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

- 24 8. With respect to the licensing ordinances of CITY listed in Attachment C
25 hereto, which is incorporated herein by this reference, SHERIFF shall
26 receive applications for CITY licenses pursuant to said ordinances and
27 complete investigations relating to such applications. Said investigations
28 shall be forwarded to CITY Manager. COUNTY shall not provide any

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

2 advisory, administrative, hearing or litigation attorney support or services
3 related to licensing. COUNTY shall not provide any administrative or
4 investigatory services related to the licensing ordinances listed
5 Attachment C hereto, except the investigations relating to initial applications
6 for which this subsection provides.

- 7 9. SHERIFF shall consider input from the CITY Manager regarding the
8 selection and assignment of supervisory personnel to provide services to
9 CITY.

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

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

- 23 2. Supplemental services for occasional events operated by private individuals
24 and entities on non-CITY property. At the request of CITY, through its City
25 Manager, and within the limitations set forth in this Subsection D-2,
26 SHERIFF may provide supplemental law enforcement services to preserve
27 the peace at special events or occurrences that occur on an occasional
28 basis and are operated by private individuals or private entities on non-CITY

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

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

- 22 3. Supplemental services for events operated by public entities on non-CITY
23 property. At the request of CITY, through its City Manager, and within the
24 limitations set forth in this Subsection D-3, SHERIFF may provide
25 supplemental law enforcement services to preserve the peace at special
26 events or occurrences that occur on an occasional basis and are operated
27 by public entities on non-CITY property. SHERIFF shall determine personnel
28 and equipment needed for such supplemental services, and will provide

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

2 such supplemental services only if SHERIFF is able to do so without
3 reducing services that SHERIFF otherwise would provide to CITY pursuant
4 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
5 providing such supplemental services at an amount computed by SHERIFF,
6 based on the current year's COUNTY law enforcement cost study. The cost
7 of these supplemental services shall be in addition to the Maximum
8 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
9 shall bill CITY immediately after each such event.

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

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 5 has provided, or will provide, patrol video systems (hereinafter called "PVS")
- 6 that are or will be mounted in patrol vehicles designated by COUNTY for use
- 7 within CITY service area.
- 8 2. SHERIFF has the exclusive right to use said PVS for law enforcement
- 9 services related to this Agreement.
- 10 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
- 11 installation of Patrol Video Systems that are or will be mounted in patrol
- 12 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
- 13 COUNTY, including the costs of maintenance and contributions to a fund for
- 14 replacement and upgrade of such PVS when they become functionally or
- 15 technologically obsolete.

16 The costs to be paid by CITY for recurring costs, including maintenance and

17 replacement/upgrade of PVS, are included in the costs set forth in

18 Attachment B and the Maximum Obligation of CITY set forth in Subsection

19 G-2 of this Agreement unless CITY has already paid such costs. CITY shall

20 not be charged additional amounts for maintenance or replacement/upgrade

21 of said PVS during the period July 1, 20~~20~~19 through June 30, 20~~21~~20.

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

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

2 become functionally or technologically obsolete. Said costs related to
3 additional PVS are not included in, and are in addition to, the costs set forth
4 in Attachment B and the Maximum Obligation of
5 CITY set forth in Subsection G-2 of this Agreement.

- 6 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
7 replacing/upgrading PVS shall be paid by COUNTY from the
8 replacement/upgrade funds to be paid by CITY in accordance with the
9 foregoing. CITY shall not be charged any additional charge to replace or
10 upgrade PVS.

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

12 Upon receipt from COUNTY of investigations of applications for licenses
13 referred to in Subsection C-8 of this Agreement, CITY Manager shall determine
14 whether to grant or deny the licenses and will issue the licenses or notify the
15 applicants of denial. CITY shall provide all attorney services related to the
16 granting, denial, revocation and administration of said licenses and the
17 enforcement of CITY ordinances pertaining to said licenses.

18 **G. PAYMENT:**

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

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

2 COUNTY for the period July 1, 20~~2019~~ through June 30, 20~~210~~ shall be
3 \$~~12,855,265~~13,248,819 as set forth in Attachment B.

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

9 3. COUNTY shall invoice CITY monthly. During the period July 1, 20~~2019~~
10 through June 30, 20~~210~~ said invoices will require payment by CITY of one-
11 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
12 of this Agreement, as said Maximum Obligation may have been increased or
13 decreased pursuant to mutual agreement of the parties. In addition, if a
14 determination is made that increases described in Subsection G-4 must be
15 paid, COUNTY thereafter shall include the pro-rata charges for such
16 increases in its monthly charges for such increases in its monthly invoices to
17 CITY for the balance of the period between July 1, 20~~2019~~ and June 30,
18 20~~2120~~.

19 4a. At the time this Agreement is executed, there ~~maybe~~ unresolved issues
20 pertaining to potential changes in salaries and benefits for COUNTY
21 employees. The costs of such potential changes are not included in the
22 Fiscal Year 20~~20-2119-20~~ cost set forth in Attachment B nor in the Fiscal
23 Year 20~~20-2119-20~~ Maximum Obligation of CITY set forth in Subsection G-2
24 of this Agreement. If the changes result in the COUNTY incurring or
25 becoming obligated to pay for increased costs for or on account of personnel
26 whose costs are included in the calculations of costs charged to CITY
27 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation
28 set forth in Subsection G-2 of this Agreement, the full costs of said increases

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

2 to the extent such increases are attributable to work performed by such
3 personnel after July 1, 20~~20~~19 and CITY's Maximum Obligation hereunder
4 shall be deemed to have increased accordingly. CITY shall pay COUNTY in
5 full for such increases on a pro-rata basis over the portion of the period
6 between July 1, 20~~20~~19 and June 30, 20~~21~~20 remaining after COUNTY
7 notifies CITY that increases are payable. If the changes result in the
8 COUNTY incurring or becoming obligated to pay for decreased costs for or
9 on account of personnel whose costs are included in the calculations of
10 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
11 by the CITY to the extent such decreases are attributable to work performed
12 by such personnel during the period July 1, 20~~20~~19 through June 30,
13 20~~21~~20, and CITY's Maximum Obligation hereunder shall be deemed to
14 have decreased accordingly. COUNTY shall reduce required payment by
15 CITY in full for such decreases on a pro-rata basis over the portion of the
16 period between July 1, 20~~20~~19 and June 30, 20~~21~~20 remaining after
17 COUNTY notifies CITY that the Maximum Obligation has decreased.

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

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

2 parties shall execute an amendment to this Agreement so providing.

3 Decisions about how to reduce the level of service provided to CITY shall be
4 made by SHERIFF with the approval of CITY.

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

8 6. COUNTY shall charge CITY late payment penalties in accordance with
9 County Billing Policy.

10 7. As payment for the Licensing Services described in Subsection C-8 of this
11 Agreement, COUNTY shall retain all fees paid by applicants for licenses
12 pursuant to CITY ordinances listed in Attachment C hereto. Retention of
13 said fees by COUNTY shall constitute payment in full to COUNTY for costs
14 incurred by COUNTY in performing the functions related to licensing
15 described in Subsection C-8; provided, however, that if any of said fees are
16 waived or reduced by CITY, CITY shall pay to COUNTY the difference
17 between the amount of fees retained by COUNTY and the fees that were set
18 forth in the ordinances listed in Attachment C at the time this Agreement was
19 executed. If CITY increases the fee schedule for the licensing ordinances set
20 forth in Attachment C, either party shall have the right to seek amendment of
21 this Agreement with respect to the division of the increased fees between
22 CITY and COUNTY.

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

26 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
27 which is incorporated herein by this reference.

28 //

1 **H. NOTICES:**

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

6 **CITY:** ATTN: CITY MANAGER
7 33282 STREET OF THE GOLDEN LANTERN
8 DANA POINT, CA 92629

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 or
20 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
21 all authority for rendition of services, standards of performance, control of
22 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.

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1 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

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

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

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

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

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

2 1. COUNTY has established a Traffic Violator Apprehension Program [“the
3 Program”], which is operated by SHERIFF, and is designed to reduce
4 vehicle accidents caused by unlicensed drivers and drivers whose licenses
5 are suspended and to educate the public about the requirements of the
6 Vehicle Code and related safety issues with regard to driver licensing,
7 vehicle registration, vehicle operation, and vehicle parking. The Program
8 operates throughout the unincorporated areas of the COUNTY and in the
9 cities that contract with COUNTY for SHERIFF’s law enforcement services,
10 without regard to jurisdictional boundaries, because an area-wide approach
11 to reduction of traffic accidents and driver education is most effective in
12 preventing traffic accidents. In order for CITY to participate in the Program,
13 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
14 amount and under the terms and conditions set forth in the resolution that is
15 attached hereto as Attachment F and incorporated into this Agreement by
16 reference [hereinafter called a “TVAP resolution”], and has directed that the
17 revenue from such fee be used for the Program. CITY’s participation in the
18 Program may be terminated at any time by rescission or amendment of its
19 TVAP resolution that is attached hereto as Attachment F. In the event CITY
20 1) amends said TVAP resolution, or rescinds said TVAP resolution and
21 adopts a new TVAP resolution pertaining to the above-referenced fee and
22 the Program, and 2) remains a participant in the Program thereafter, CITY’s
23 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
24 authority to execute an amendment of this Agreement to substitute CITY’s
25 amended or new TVAP resolution for Attachment F hereto, as long as said
26 amendment to this Agreement does not materially change any other
27 provision of this Agreement.

28 //

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

- 2 2. COUNTY will make available for review, at the request of CITY, all financial
3 data related to the Program as may be requested by CITY.
- 4 3. Fee revenue generated by COUNTY and participating cities will be used to
5 fund the following positions, which will be assigned to the Program:
- 6 • Ten one hundredths of one (0.10) Sergeant
7 (8 hours per two-week pay period)
 - 8 • One (1) Staff Specialist
9 (80 hours per two-week pay period)
 - 10 • One (1) Office Specialist
11 (80 hours per two-week pay period)
- 12 4. Fee revenue generated by CITY may be used to reimburse CITY for
13 expenditures for equipment and/or supplies directly in support of the
14 Program. In order for an expenditure for equipment and/or supplies to be
15 eligible for reimbursement, CITY shall submit a request for and obtain pre-
16 approval of the expenditure by using the form as shown in Attachment G.
17 The request shall be submitted within the budget schedule established by
18 SHERIFF. SHERIFF shall approve the expenditure only if both of the
19 following conditions are satisfied: 1) there are sufficient Program funds,
20 attributable to revenue generated by CITY's fee, to pay for the requested
21 purchase, and 2) CITY will use the equipment and/or supplies, during their
22 entire useful life, only for purposes authorized by its TVAP resolution in
23 effect at the time of purchase. In the event that CITY terminates its
24 participation in the Program, CITY agrees that the equipment purchased by
25 CITY and reimbursed by Program funds will continue to be used, during the
26 remainder of its useful life, exclusively for the purpose authorized by CITY'S
27 TVAP resolution in effect at the time of purchase.

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

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

17 **N. MOBILE DATA COMPUTERS:**

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

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

2 or technologically obsolete. The costs to be paid by CITY for recurring costs,
3 including maintenance and replacement/upgrade of MDCs, are included in
4 the costs set forth in Attachment B and the Maximum Obligation of CITY set
5 forth in Subsection G-2 of this Agreement unless CITY has already paid
6 such costs. CITY shall not be charged additional amounts for maintenance
7 or replacement/upgrade of said MDCs during the period July 1, 20~~2019~~
8 through June 30, 20~~2120~~.

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

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

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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 deemed
- 9 necessary by COUNTY, including the costs of maintenance and contributions
- 10 to a fund for replacement and upgrade of such E-Citation units when they
- 11 become functionally or technologically obsolete.

12 The costs to be paid by CITY for recurring costs, including maintenance and

13 replacement/upgrade of E-Citation units, are included in the costs set forth in

14 Attachment B and the Maximum Obligation of CITY set forth in Subsection

15 G-2 of this Agreement unless CITY has already paid such costs. CITY shall

16 not be charged additional amounts for maintenance or replacement/upgrade

17 of said E-Citation units during the period July 1, 20~~20~~19 through

18 June 30, 20~~21~~20.

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

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

2 set forth in Subsection G-2 of this Agreement.

3 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
4 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
5 replacement/ upgrade funds to be paid by CITY in accordance with the
6 foregoing. CITY shall not be charged any additional charge to replace or
7 upgrade E-Citation units.

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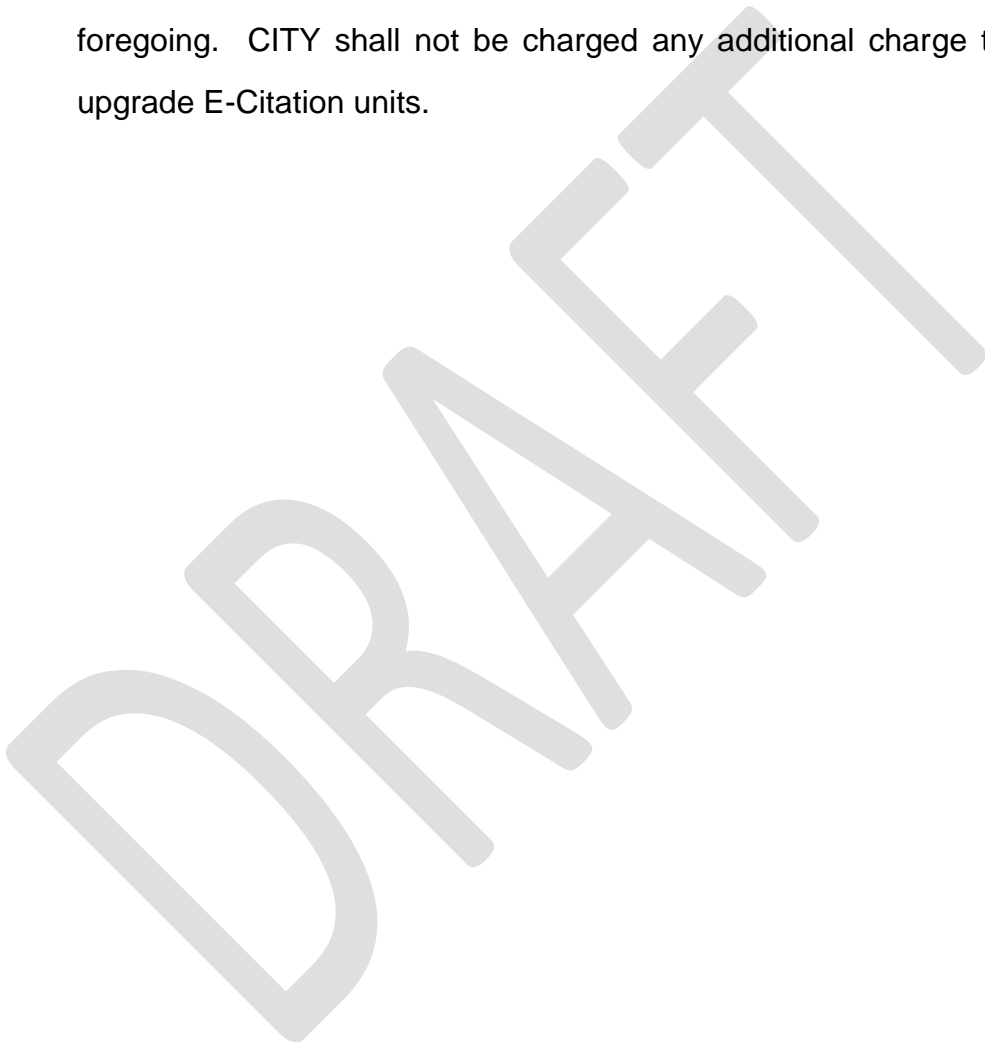
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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the
2 County of Orange, State of California.

3 DATED: _____

4 ATTEST: _____
5 City Clerk

CITY OF DANA POINT

6 BY: _____
7 City Manager

8 APPROVED AS TO FORM:

9 BY: _____
10 City Attorney

11 DATED: _____

12 COUNTY OF ORANGE

13
14 BY: _____
15 Chairwoman of the Board of Supervisors
16 County of Orange, California

17 SIGNED AND CERTIFIED THAT A COPY OF THIS
18 AGREEMENT HAS BEEN DELIVERD 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 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF DANA POINT

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol/Traffic	20.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	3.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	3.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Directed Enforcement	1.00	80 hrs./ per two wk. pay period
TOTAL		39.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.19%
Deputy Sheriff II	Traffic	4.00	8.19%
Investigative Assistant	Traffic	2.00	8.19%
Office Specialist	Traffic	1.00	8.19%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	5.21%
Investigator	Auto Theft	2.00	5.21%
Investigative Assistant	Auto Theft	1.00	5.21%
Office Specialist	Auto Theft	1.00	5.21%
DET:			
Sergeant	DET	1.00	8.60%
Investigator	DET	1.00	8.60%
SUBPOENA:			
Office Specialist	Subpoena	1.00	9.38%
COURTS:			
Investigative Assistant	Courts	2.00	19.85%
Office Specialist	Courts	0.80	19.85%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.57%
TOTAL		18.70	

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF DANA POINT**

**"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:				
Lieutenant		1.00	\$ 411,853	\$ 411,853
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 344,949	\$ 344,949
Sergeant	Patrol	5.00	\$ 344,949	\$ 1,724,745
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 338,270	\$ 676,540
Investigative Assistant		1.00	\$ 180,303	\$ 180,303
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol/Traffic	20.00	\$ 284,298	\$ 5,685,960
Deputy Sheriff II -Motor	Traffic	1.00	\$ 289,384	\$ 289,384
ADDITIONAL SERVICES:				
Crime Preventon Specialist	Crime Prevention	1.00	\$ 109,792	\$ 109,792
Community Services Officer	Parking Control	3.00	\$ 132,511	\$ 397,533
Deputy Sheriff II	Community Support	3.00	\$ 284,298	\$ 852,894
Deputy Sheriff II	Directed Enforcement	1.00	\$ 284,298	\$ 284,298
TOTAL POSITIONS		39.00		\$ 10,958,251

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	10.49%	\$ 21,370
Deputy Sheriff II	Traffic	4.00	10.49%	\$ 111,364
Investigative Assistant	Traffic	2.00	10.49%	\$ 22,792
Office Specialist	Traffic	1.00	10.49%	\$ 9,044
AUTO THEFT:				
Sergeant	Auto Theft	0.30	5.10%	\$ 6,805
Investigator	Auto Theft	2.00	5.10%	\$ 35,300
Investigative Assistant	Auto Theft	1.00	5.10%	\$ 7,259
Office Specialist	Auto Theft	1.00	5.10%	\$ 5,682
DET:				
Sergeant	DET	1.00	10.20%	\$ 34,087
Investigator	DET	1.00	10.20%	\$ 35,241
SUBPOENA:				
Office Specialist	Subpoena	1.00	9.62%	\$ 9,348
COURTS:				
Investigative Assistant	Courts	2.00	18.60%	\$ 54,364
Office Specialist	Courts	0.80	18.00%	\$ 16,055
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcyle Supervision	1.00	3.33%	\$ 12,486
TOTAL REGIONAL/SHARED		18.70		\$ 381,197

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; premium pay for bilingual staff, education incentive and on-call pay; 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 thirty (30) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fifteen (15) units; 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; retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,909,371
TOTAL COST OF SERVICES (Subsection G-2)	\$ 13,248,819

ATTACHMENT E**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. ~~NON-RNSP~~ CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel ~~other than RNSP personnel~~, and subsequently forfeited to ~~COUNTY~~ COUNTY'S Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval guidelines by the forfeiting agency (~~U.S. Attorney or State~~) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY'S Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of ~~the assets to COUNTY~~. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by ~~non-RNSP~~ personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by ~~non-RNSP~~ SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which ~~non-RNSP~~ SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

~~NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)~~

Assets (cash or property) that are returned to COUNTY SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

~~Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.~~

~~2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS~~

~~Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.~~

~~CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.~~

~~Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.~~