

**FIVE-YEAR AGREEMENT  
BETWEEN THE  
CITY OF SAN JUAN CAPISTRANO  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT**, entered into this First day of May 2020, which date is enumerated for purposes of reference only, by and between the CITY OF SAN JUAN CAPISTRANO, 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 be for five (5) years, commencing  
3 July 1, 2020 and terminating June 30, 2025, unless earlier terminated by either  
4 party in the manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or CITY may terminate this Agreement, without cause, upon one-  
7 hundred and eighty (180) days written notice to the other party.

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

- 9 1. COUNTY, through its Sheriff-Coroner and deputies, officers and  
10 employees, hereinafter referred to as "SHERIFF," shall render to CITY law  
11 enforcement services as hereinafter provided. Such services shall include  
12 the enforcement of lawful State statutes and lawful municipal ordinances of  
13 CITY other than licensing ordinances.
- 14 2. The night, day and evening patrol and supervisory shifts will be established  
15 by SHERIFF. Personnel of each shift may work varying and different times  
16 and may be deployed to other shifts when, in the opinion of SHERIFF and  
17 CITY Manager, the need arises. Any long-term shift deployment change  
18 will be reported to the City Council.
- 19 3. Each fiscal year, COUNTY shall submit to CITY, in writing, a recommended  
20 level of service for the following fiscal year. CITY shall remit to COUNTY, in  
21 writing, its response to the recommended level of service. If the parties are  
22 unable to agree by June 30 of any fiscal year on the level of service to be  
23 provided by COUNTY to CITY or on the amount to be paid by CITY for  
24 services to be provided by COUNTY for the following fiscal year, this  
25 Agreement will terminate as of September 30 of the following fiscal year. If  
26 the parties do not agree by June 30 on the level of service and cost of  
27 service for the following fiscal year, between July 1 and September 30 of  
28 the following fiscal year, COUNTY will provide the level of service provided

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

in the preceding fiscal year, and CITY shall be obligated to pay the costs of such services. The full cost of such services may exceed the cost of similar services provided in the prior fiscal year.

4. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2020 through June 30, 2021, is set forth in Attachment A and incorporated herein by this reference.
5. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities which contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
6. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-5 of this Agreement.
7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to CITY as soon as possible once the emergency situation is under control.

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

- 2 8. With respect to the licensing ordinances of CITY listed in Attachment B  
3 hereto, which is incorporated herein by this reference, SHERIFF shall  
4 receive applications for CITY licenses pursuant to said ordinances and  
5 complete investigations relating to such applications. Said investigations  
6 shall be forwarded to CITY Manager. COUNTY shall not provide any  
7 advisory, administrative, hearing or litigation attorney support or services  
8 related to licensing. COUNTY shall not provide any administrative or  
9 investigatory services related to the licensing ordinances listed in  
10 Attachment B, hereto, except the investigations relating to initial  
11 applications for which this subsection provides.
- 12 9. COUNTY or CITY, upon thirty (30) days notice and mutual written  
13 agreement, shall increase or decrease the service levels provided herein,  
14 and the obligation of CITY to pay for services shall be concomitantly  
15 adjusted.
- 16 10. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
17 CITY Manager, on behalf of CITY, are authorized to execute written  
18 amendments to this Agreement to increase or decrease the level of service  
19 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree  
20 that such increase or decrease in the level of service is appropriate. Any  
21 such amendment to the Agreement shall concomitantly increase or decrease  
22 the cost of services payable by CITY set forth in Attachment C and  
23 incorporated herein by this reference, and the Maximum Obligation of CITY  
24 set forth in Subsection G-2, in accordance with the current year's COUNTY  
25 law enforcement cost study. SHERIFF and CITY Manager shall file copies  
26 of any such amendments to this Agreement with the Clerk of COUNTY's  
27 Board of Supervisors and CITY's Clerk. Amendments to this Agreement  
28 executed by SHERIFF and CITY Manager may not, in the aggregate,

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

2 increase or decrease the cost of services payable by CITY by more than one  
3 percent (1%) of the total cost originally set forth in Attachment C and the  
4 Maximum Obligation originally set forth in Subsection G-2 for FY 2020-21.

5 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
6 required before execution of any amendment that brings the aggregate total  
7 of changes in costs payable by CITY to more than one percent (1%) of the  
8 total cost originally set forth in Attachment C and the Maximum Obligation  
9 originally set forth in Subsection G-2 of this Agreement for FY 2020-21.

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 C 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

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

2 entities on non-CITY property.

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

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

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

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

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

5. In accordance with Government Code 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment A and in the Maximum Obligation of CITY set forth in Subsection G-2.



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

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

**E. PATROL VIDEO SYSTEMS:**

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of

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

2 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
3 necessary by COUNTY, including the costs of maintenance, and  
4 contributions to a fund for replacement and upgrade of such PVS when they  
5 become functionally or technologically obsolete. Said costs related to  
6 additional PVS are not included in, and are in addition to, the costs set forth  
7 in Attachment A and the Maximum Obligation of CITY set forth in Subsection  
8 G-2 of this Agreement.

- 9 5. County will replace and/or upgrade PVS as needed. The costs of  
10 replacing/upgrade PVS shall be paid by COUNTY from the  
11 replacement/upgrade funds to be paid by CITY in accordance with the  
12 foregoing. CITY shall not be charged any additional charge to replace or  
13 upgrade PVS after the cost of PVS set forth in Attachment C and in  
14 Maximum Obligation set forth in G-2 has been established in any fiscal year  
15 without written notification to the CITY.

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

17 Upon receipt from SHERIFF of investigations of applications for licenses  
18 referred to in Subsection C-8 of this Agreement, CITY Manager shall determine  
19 whether to grant or deny the licenses and will issue the licenses or notify the  
20 applicants of denial. CITY shall provide all attorney services related to the  
21 granting, denial, revocation and administration of said licenses and the  
22 enforcement of CITY ordinances pertaining to said licenses.

23 **G. PAYMENT:**

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

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

2 2. Unless the level of service as set forth in Attachment C, is increased or  
3 decreased by mutual agreement of the parties, or CITY is required to pay  
4 for increases as set forth in Subsection G-3, the Maximum Obligation of  
5 CITY for services set forth in Attachment C of this Agreement, other than  
6 Licensing Services, to be provided by the COUNTY for the period July 1,  
7 2020 through June 30, 2021 shall be \$10,816,378, as set forth in  
8 Attachment A. The overtime costs included in the Agreement are only an  
9 estimate. COUNTY shall notify CITY of actual overtime worked during  
10 each fiscal year. If actual overtime worked is above or below budgeted  
11 amounts, billings will be adjusted accordingly at the end of the fiscal year.  
12 Actual overtime costs may exceed CITY's Maximum Obligation.

13 3a. At the time this Agreement is executed, there may be unresolved issues  
14 pertaining to potential changes in salaries and benefits for COUNTY  
15 employees. The costs of such potential changes are not included in the FY  
16 2020-21 cost set forth in Attachment C nor in the FY 2020-21 Maximum  
17 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the  
18 changes result in the COUNTY incurring or becoming obligated to pay for  
19 increased cost for or on account of personnel whose costs are included in  
20 the calculations of costs charged to CITY hereunder, CITY shall pay  
21 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2  
22 of this Agreement, the full costs of said increases to the extent such  
23 increases to the extent such increases are attributable to work performed by  
24 such personnel during the period July 1, 2020 through June 30, 2021, and  
25 CITY's Maximum Obligation hereunder shall be deemed to have increased  
26 accordingly. CITY shall pay COUNTY in full for such increases on a pro-  
27 rata basis over the portion of the period between July 1, 2020 and June 30,  
28 2021 remaining after COUNTY notifies CITY that increases are payable.

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

2 If the changes result in the COUNTY incurring or becoming obligated to pay  
3 for decreased costs for or on account of personnel whose costs are  
4 included in the calculations of costs charged to CITY hereunder, COUNTY  
5 shall reduce the amount owed by the CITY to the extent such decreases  
6 are attributable to work performed by such personnel during the period  
7 July 1, 2020 through June 30, 2021, and CITY's Maximum Obligation  
8 hereunder shall be deemed to have decreased accordingly. COUNTY shall  
9 reduce required payment by CITY in full for such decreases on a pro-rata  
10 basis over the portion of the period between July 1, 2020 and June 30,  
11 2021 remaining after COUNTY notifies CITY that the Maximum Obligation  
12 has decreased.

13 3b.If CITY is required to pay for increases as set forth in Subsection G-3a  
14 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
15 service to be provided to CITY as set forth in Attachment C of this  
16 Agreement to a level that will make the Maximum Obligation of CITY  
17 hereunder for the period July 1, 2020 through June 30, 2021 an amount  
18 specified by CITY that is equivalent to or higher than the Maximum  
19 Obligation set forth in Subsection G-2 for said period at the time this  
20 Agreement originally was executed. The purpose of such adjustment of  
21 service levels will be to give CITY the option of keeping its Maximum  
22 Obligation hereunder at the pre-increase level or at any other higher or  
23 lower level specified by CITY. In the event of such reduction in level of  
24 service and adjustment of costs, the parties shall execute an amendment to  
25 this Agreement so providing. Decisions about how to reduce the level of  
26 service provided to CITY shall be made by SHERIFF with the approval of  
27 CITY.

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**G. PAYMENT: (Continued)**

4. The Maximum Obligation of CITY for services provided for the 12-month periods commencing July 1, 2021, 2022, 2023 and 2024, will be determined annually by COUNTY and approved by CITY.
5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum Obligation of CITY. If a determination is made that increases described in Subsection G-2 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2020 and June 30, 2021.
6. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D, and incorporated herein by this reference.
7. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
8. As payment for the Licensing Services described in Subsection C-8 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses, pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-8; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B as of July 1, 2020. Should CITY increase the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

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**G. PAYMENT: (Continued)**

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

**H. NOTICES:**

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

**CITY:** ATTN: CITY MANAGER

32400 PASEO ADELANTO

SAN JUAN CAPISTRANO, CA 92675

**COUNTY:** ATTN: CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT

320 NORTH FLOWER STREET, SUITE 108

SANTA ANA, CA 92703

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

**I. STATUS OF COUNTY:**

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by

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

2 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,  
3 shall not be entitled to any rights or privileges of CITY employees and shall not  
4 be considered in any manner to be CITY employees.

5 **J. STATE AUDIT:**

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

13 **K. ALTERATION OF TERMS:**

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

19 **L. INDEMNIFICATION:**

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

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

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

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



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

2 counsel approved in writing by CITY, CITY and its elected and appointed  
3 officials, officers, agents, employees, subcontractors and independent  
4 contractors in any legal action or claim of any kind based or asserted upon  
5 such alleged acts or omissions.

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

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

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

authority to execute an amendment to this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F to the Agreement, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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

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

- Ten one hundredths of one (0.10) Sergeant  
(8 hours per two-week pay period)
- One (1) Staff Specialist  
(80 hours per two-week pay period)
- One (1) Office Specialist  
(80 hours per two-week pay period)

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

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

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

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

22 **N. MOBILE DATA COMPUTERS:**

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

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

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment A and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2020 through June 30, 2021.

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

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

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

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

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

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

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

18 The costs to be paid by CITY for recurring costs, including maintenance  
19 and replacement/upgrade of E-Citation units, are included in the costs set  
20 forth in Attachment A and the Maximum Obligation of CITY set forth in  
21 Subsection G-2 of this Agreement unless CITY has already paid such  
22 costs. CITY shall not be charged additional amounts for maintenance or  
23 replacement/upgrade of said E-Citation units during the period July 1, 2020  
24 through June 30, 2021.

25 4. If, following the initial acquisition of E-Citation units referenced above, CITY  
26 requires additional E-Citation units designated for use in CITY, COUNTY  
27 will purchase said additional E-Citation units. Upon demand by COUNTY,  
28 CITY will pay to COUNTY a) the full costs of acquisition of said additional

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

E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment A and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

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DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535  
Attest:

APPROVED AS TO FORM:  
Office of the County Counsel  
County of Orange, California

BY: Thane Allen

DATED: 5/14/20

**ORANGE COUNTY SHERIFF-CORONER  
FY 2020-21 LAW ENFORCEMENT CONTRACT  
CITY OF SAN JUAN CAPISTRANO  
"REGULAR SERVICES BY COUNTY"  
(Subsection C-4)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Lieutenant		1.00	
<b>SUPERVISION:</b>			
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES*:</b>			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	DET	1.00	80 hrs./ per two wk. pay period
Cadet	Extra Help		1,039 hours
<b>TOTAL</b>		<b>30.00</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	6.94%
Deputy Sheriff II	Traffic	4.00	6.94%
Investigative Assistant	Traffic	2.00	6.94%
Office Specialist	Traffic	1.00	6.94%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	5.46%
Investigator	Auto Theft	2.00	5.46%
Investigative Assistant	Auto Theft	1.00	5.46%
Office Specialist	Auto Theft	1.00	5.46%
<b>DET:</b>			
Sergeant	DET	1.00	5.87%
Investigator	DET	1.00	5.87%
<b>SUBPOENA:</b>			
Office Specialist	Subpoena	1.00	6.75%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	16.07%
Office Specialist	Courts	0.80	16.07%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	7.14%
<b>TOTAL</b>		<b>18.70</b>	



**ATTACHMENT B****CITY OF SAN JUAN CAPISTRANO****ORDINANCE NO. 785 (5-24.01 MC)****ORDINANCE NO. 417 (5-18.02 MC)****ORDINANCE NO.869 ( 9-3.503 MC)****LICENSING**

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MESSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER  
FY 2020-21 LAW ENFORCEMENT CONTRACT  
CITY OF SAN JUAN CAPISTRANO**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Lieutenant		1.00	\$ 411,853	\$ 411,853
<b>SUPERVISION:</b>				
Sergeant	Patrol	4.00	\$ 344,949	\$ 1,379,796
Sergeant	Administrative	1.00	\$ 344,949	\$ 344,949
<b>INVESTIGATION SERVICES:</b>				
Investigator		2.00	\$ 338,270	\$ 676,540
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 284,298	\$ 4,264,470
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 289,384	\$ 578,768
<b>ADDITIONAL SERVICES:</b>				
Crime Prevention Specialist		1.00	\$ 109,792	\$ 109,792
Community Services Officer	Parking Control	2.00	\$ 132,511	\$ 265,022
Deputy Sheriff II	Community Support	1.00	\$ 284,298	\$ 284,298
Deputy Sheriff II	DET	1.00	\$ 284,298	\$ 284,298
Cadet	Extra Help			\$ 30,786
<b>TOTAL POSITIONS</b>		<b>30.00</b>		<b>\$ 8,630,572</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	6.94%	\$ 18,128
Deputy Sheriff II	Traffic	4.00	6.94%	\$ 94,478
Investigative Assistant	Traffic	2.00	6.94%	\$ 19,337
Office Specialist	Traffic	1.00	6.94%	\$ 7,672
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	5.46%	\$ 7,121
Investigator	Auto Theft	2.00	5.46%	\$ 36,941
Investigative Assistant	Auto Theft	1.00	5.46%	\$ 7,597
Office Specialist	Auto Theft	1.00	5.46%	\$ 5,946
<b>DET:</b>				
Sergeant	DET	1.00	5.87%	\$ 23,278
Investigator	DET	1.00	5.87%	\$ 24,065
<b>SUBPOENA:</b>				
Office Specialist	Subpoena	1.00	6.75%	\$ 6,720
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	16.07%	\$ 44,009
Office Specialist	Courts	0.80	16.07%	\$ 12,996
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	7.14%	\$ 24,970
<b>TOTAL REGIONAL/SHARED</b>		<b>18.70</b>		<b>\$ 333,258</b>

**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, on-call pay and education incentive pay; contract administration; data line charges; E-Citation recurring costs for three (3) units; Enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen (18) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven (11) 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; and retirement rate discount for FY 2020-21.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 1,852,548</b>
<b>TOTAL COST OF SERVICES (Subsection G-2)</b>	<b>\$ 10,816,378</b>

**ATTACHMENT D****COUNTY BILLING POLICY  
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

**IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

**X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

**XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

**XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

**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.

**CONTRACTED PATROL AND INVESTIGATION OFFICERS**

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to 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 guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by 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 assets. In his application, SHERIFF shall specify the percentage of shared assets returned to 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 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 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 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.

Assets (cash or property) that are returned to 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 SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and 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.

## RESOLUTION NO. 00-7-18-4

**ORANGE COUNTY SHERIFFS DEPARTMENT TRAFFIC VIOLATOR  
APPREHENSION PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN CAPISTRANO, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE ORANGE COUNTY SHERIFFS DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM

**WHEREAS**, the City of San Juan Capistrano contracts with the Orange County Sheriffs Department for law enforcement services; and,

**WHEREAS**, as a contract City, San Juan Capistrano is eligible to participate in the County's new Traffic Violator Apprehension Program: and,

**WHEREAS**, the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and,

**WHEREAS**, the Traffic Violator Apprehension Program is funded by a Traffic Safety Grant from the state of California and on-going revenues will be generated from the collection of vehicle impound fees within the unincorporated areas of the County and participating cities that contract for law enforcement services with the Orange County Sheriffs Department; and,

**WHEREAS**, the County Board of Supervisors has established a fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle and a \$152 fee for each vehicle impounded for 30 days; based on the actual administrative costs for the identification and apprehension of drivers with suspended or revoked licenses or unlicensed motorists; and,

**WHEREAS**, all of the impound fees will be collected by the County and deposited into a Traffic Violator Apprehension Fund for use by this program exclusively.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Juan Capistrano does hereby resolve, determine and order as follows:

SECTION 1. Authorize the City of San Juan Capistrano to participate in the Traffic Violator Apprehension Fund; and,



**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2000.

  
ODINECA Wee MAYOR

  
CHERYL JOHNSON, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )ss  
CITY OF SAN JUAN CAPISTRANO )

**AYES:** Council Members Bathgate, Greiner, Iltart, Swerdlin  
and Mayor TCampbell

**ABSENT:** None

  
CHERYL JOHNSON, CITY CLERK

ORANGE COUNTY SHERIFF-CORONER  
TRAFFIC VIOLATOR APPREHENSION PROGRAM

REQUEST	CONTRACT CITY		
	Participating City Request to Purchase From the TVA in FY	Date	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
			<u>ESTIMATED COST</u>
CERTIFICATION	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM		
	CITY MANAGER REQUEST: Printed Name _____ DATE _____ Signature: _____		
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
APPROVALS	Recommended For Approval CITY POLICE SERVICES CHIEF		
		MANAGER – TVA PROGRAM	
OCSD BUDGET USE ONLY			