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**FIVE-YEAR AGREEMENT
BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 2023, which date is enumerated for purposes of reference only, by and between the CITY OF STANTON, 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 rendering of such services, as authorized by 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 July 1, 2023
3 and terminating June 30, 2028, unless earlier terminated by either party or
4 extended 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 employees,
10 hereinafter referred to a "SHERIFF", shall render to CITY law enforcement
11 services as hereinafter provided. Such services shall include the enforcement
12 of lawful State statutes.

13 Sheriff shall be responsible for the enforcement of all lawful CITY
14 ordinances, except those enforced by CITY. CITY shall be responsible for
15 the enforcement of all lawful CITY ordinances, except those enforced by
16 Sheriff. Except as otherwise directed by CITY's Council, SHERIFF and
17 CITY's Manager shall jointly determine which of CITY's lawful ordinances
18 SHERIFF shall be responsible for enforcing.

19 2. The night, day and evening patrol and supervisory shifts will be established
20 by SHERIFF. Personnel of each shift may work varying and different times
21 and may be deployed to other shifts when, in the opinion of SHERIFF and
22 CITY Manager, the need arises. Any long-term shift deployment change will
23 be reported to the City Council.

24 3. Each fiscal year, at a date to be determined by CITY, COUNTY shall submit
25 to CITY, in writing, a recommended level of service for the following fiscal
26 year. CITY shall remit to COUNTY, in writing, its response to the
27 recommended level of service. If the parties are unable to agree by June 30
28 of any fiscal year on the level of service to be provided by COUNTY to CITY

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

2 or on the amount to be paid by CITY for services to be provided by COUNTY
3 for the following fiscal year, this Agreement will terminate as of September
4 30 of the following fiscal year. If the parties do not agree by June 30 on the
5 level of service and cost of services for the following fiscal year, between
6 July 1 and September 30 of the following fiscal year, COUNTY will provide
7 the level of service provided in the preceding fiscal year, and CITY shall be
8 obligated to pay the costs of such services. The full cost of such services
9 may exceed the cost of similar services provided in the prior fiscal year.

10 4. The level of service, to be provided by COUNTY for the period July 1, 2023
11 through June 30, 2024, is set forth in Attachment A.

12 5. For any service listed in Attachment A of this Agreement that is provided to
13 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
14 the option to terminate such service in the event other city or cities that
15 contract for the balance of the time of the employee providing the service no
16 longer pays for such service and CITY does not request the Agreement be
17 amended to pay 100% of the cost of the employee providing such service.
18 The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted
19 accordingly.

20 6. Reports, Copies, Licensing & Permits:

21 a. SHERIFF will handle requests for services such as: copies of Sheriff
22 Department documents.

23 b. Fees for reports, copies, etc., as related to the services provided in this
24 Agreement, will be at the COUNTY's established rates.

25 c. Licensing and permit fees required or authorized by CITY ordinance or
26 resolution will be at the rate established by CITY and will be collected
27 and retained by CITY.

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

2 d. COUNTY shall not provide any services related to any licensing or
3 permits required by CITY ordinances or resolutions.

4 e. On the effective date of a City ordinance so providing, fees generated or
5 collected by Sheriff contract personnel for response to false alarms in the
6 CITY will be at CITY established rates and will be credited to CITY on an
7 annual basis.

8 7. All services contracted for in this Agreement may not be operational on the
9 precise date specified in this Agreement. In those instances, SHERIFF shall
10 notify CITY Manager of the date or dates such service or services are to be
11 implemented. COUNTY shall reduce the monthly charges to CITY, based
12 on the actual date of implementation of the service or services. Charges
13 shall be reduced on the next monthly billing tendered in accordance with
14 Subsection F-5 of this Agreement.

15 8. During emergencies, such as mutual aid situations, SHERIFF will attempt to
16 leave in CITY the Captain in charge of CITY Police Services.

17 If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will
18 notify CITY's Manager within four (4) hours. SHERIFF will return Captain to
19 CITY as soon as possible once the emergency situation is under control.
20 During the Captain's absence, SHERIFF will designate an acting Police
21 Services Chief.

22 9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
23 CITY Manager, on behalf of CITY, are authorized to execute written
24 amendments to this Agreement to increase or decrease the level of service
25 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree
26 that such increase or decrease in the level of service is appropriate. Any
27 such amendment to the Agreement shall concomitantly increase or decrease
28 the cost of services payable by CITY set forth in Attachment B

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

2 and the Maximum Obligation of CITY set forth in Subsection F-2, in
3 accordance with the current year's COUNTY law enforcement cost study.
4 SHERIFF and CITY Manager shall file copies of any such amendments to
5 this Agreement with the Clerk of COUNTY's Board of Supervisors and
6 CITY's Clerk. Except for costs related to Sections F-8a and F-8b, changes
7 to this Agreement executed by SHERIFF and CITY Manager may not, in the
8 aggregate, increase or decrease the cost of services payable by CITY by
9 more than one percent (1%) of the total cost originally set forth in
10 Attachment B and the Maximum Obligation originally set forth in Subsection
11 F-2.

12 Except for changes under Sections F-8a and F-8b, prior approval by
13 COUNTY's Board of Supervisors and CITY's Council is required before
14 execution of an amendment that brings the aggregate total of changes in
15 costs payable by CITY to more than one percent (1%) of the total cost
16 originally set forth in Attachment B and the Maximum Obligation originally set
17 forth in Subsection F-2 of the Agreement.

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

- 19 1. Enhanced services for events on CITY property. At the request of CITY,
20 through its City Manager, SHERIFF may provide enhanced law enforcement
21 services for functions, such as community events, conducted on property
22 that is owned, leased or operated by CITY. SHERIFF shall determine
23 personnel and equipment needed for such enhanced services. To the
24 extent the services provided at such events are at a level greater than that
25 specified in Attachment A of this Agreement, CITY shall reimburse COUNTY
26 for such additional services, at an amount computed by SHERIFF, based on
27 the current year's COUNTY law enforcement cost study. The cost of these
28 enhanced services shall be in addition to the Maximum Obligation of CITY

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

2 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
3 immediately after each such event.

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

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

2 of this Agreement. SHERIFF shall bill CITY immediately after each such
3 event.

- 4 3. Supplemental services for events operated by public entities on non-CITY
5 property. At the request of CITY, through its City Manager, and within the
6 limitations set forth in this Subsection D-3., SHERIFF may provide
7 supplemental law enforcement services to preserve the peace at special
8 events or occurrences that occur on an occasional basis and are operated
9 by public entities on non-CITY property. SHERIFF shall determine personnel
10 and equipment needed for such supplemental services, and will provide
11 such supplemental services only if SHERIFF is able to do so without
12 reducing services that SHERIFF otherwise would provide to CITY pursuant
13 to this Agreement, CITY shall reimburse COUNTY its full, actual costs of
14 providing such supplemental services at an amount computed by SHERIFF,
15 based in the current year's COUNTY law enforcement cost study. The cost
16 of these supplemental services shall be in addition to the Maximum
17 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF
18 shall bill CITY immediately after each such event.
- 19 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
20 the services of the Sheriff at events, for which CITY issues permits, that are
21 operated by private individuals or entities or public entities. SHERIFF shall
22 determine personnel and equipment needed for said events. If said events
23 are in addition to the level of services listed in Attachment A of this
24 Agreement, CITY shall reimburse COUNTY for such additional services at an
25 amount computed by SHERIFF, based upon the current year's COUNTY law
26 enforcement cost study. The cost of these services shall be in addition to the
27 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
28 SHERIFF shall bill CITY immediately after said services are rendered.

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

2 5. In accordance with Government Code 51350, COUNTY has adopted Board
3 Resolution 89-1160 which identifies Countywide services, including but not
4 limited to helicopter response. SHERIFF through this contract provides
5 enhanced helicopter response services. The cost of enhanced helicopter
6 response services is included in the cost of services set forth in Attachment
7 B and in the Maximum Obligation of CITY set forth in Subsection F-2.
8 COUNTY shall not charge any additional amounts for enhanced helicopter
9 services after the cost of services set forth in Attachment B and in the
10 Maximum Obligation set forth in Subsection F-2 has been established in any
11 fiscal year without written notification to the CITY.

12 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

13 1. As part of the law enforcement services to be provided to CITY, COUNTY
14 has provided, or will provide, body worn cameras (hereinafter called "BWC")
15 that will be worn by SHERIFF's personnel and In Car Video (hereinafter
16 called "ICV") that will be mounted in vehicles designated by SHERIFF for
17 use within CITY service area.

18 2. SHERIFF has the exclusive right to use said BWC and ICV for law
19 enforcement services related to this Agreement.

20 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
21 BWC and the acquisition and installation of ICV and b) recurring costs, as
22 deemed necessary by COUNTY, including the costs of maintenance and
23 contributions to a fund for replacement and upgrade of such BWC and ICV
24 when they become functionally or technologically obsolete.

25 The costs to be paid by CITY for recurring costs, including maintenance and
26 replacement/upgrade of BWC and ICV, are included in the costs set forth in
27 Attachment B and the Maximum Obligation of CITY set forth in Subsection
28 F-2 of this Agreement unless CITY has already paid such costs.

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

2 CITY shall not be charged additional amounts for maintenance or
3 replacement/upgrade of said BWC and ICV during the period July 1, 2023
4 through June 30, 2024.

5 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
6 requires BWC and ICV for additional SHERIFF's personnel or vehicles
7 designated for use in the CITY service area, COUNTY will purchase said
8 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
9 COUNTY a) the full costs of acquisition of additional BWC and the full costs
10 of acquisition and installation of additional ICV, and b) the full recurring
11 costs for said BWC and ICV, as deemed necessary by COUNTY, including
12 the costs of maintenance, and contributions to a fund for replacement and
13 upgrade of such BWC and ICV when they become functionally or
14 technologically obsolete. Said costs related to additional BWC and ICV are
15 not included in, and are in addition to, the costs set forth in Attachment C
16 and the Maximum Obligation of CITY set forth in Subsection F-2 of this
17 Agreement.

18 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs
19 replacing/upgrading BWC and ICV shall be paid by COUNTY from the
20 replacement/upgrade funds to be paid by CITY in accordance with the
21 foregoing. CITY shall not be charged any additional charge to replace or
22 upgrade BWC and ICV.

23 **F. PAYMENT:**

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

- 1 **F. PAYMENT:** (Continued)
- 2 2. Unless the level of service set forth in Attachment A is decreased or
- 3 increased in accordance with Subsection C-9, the Maximum Obligation of
- 4 CITY for services set forth in Attachment B to be provided by the COUNTY
- 5 for the period July 1, 2023 through June 30, 2024 shall be \$13,014,885.
- 6 The overtime costs included in the Agreement are only an estimate.
- 7 SHERIFF shall notify CITY of actual overtime worked during each fiscal
- 8 year. If actual overtime worked is above and below budgeted amounts,
- 9 billings will be adjusted accordingly at the end of the fiscal year. Actual
- 10 overtime costs may exceed CITY's Maximum Obligation.
- 11 3. The Maximum Obligation of CITY for services provided for the 12 month
- 12 periods commencing July 1, 2024, 2025, 2026, and 2027, will be determined
- 13 annually by COUNTY and approved by CITY.
- 14 4. COUNTY shall invoice CITY monthly. During the period July 1, 2023
- 15 through June 30, 2024, said invoices will require payment by CITY of one-
- 16 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2
- 17 of this Agreement, as said Maximum Obligation may have been increased or
- 18 decreased in accordance with Subsection C-9. If a determination is made
- 19 that increases described in Subsection F-8 must be paid, COUNTY
- 20 thereafter shall include the pro-rata charges for such increases in its monthly
- 21 invoices to CITY for the balance of the period between July 1, 2023 and
- 22 June 30, 2024.
- 23 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
- 24 approved County Billing Policy, which is attached hereto as Attachment C.
- 25 6. COUNTY shall charge CITY late payment penalties in accordance with
- 26 COUNTY Board of Supervisors' approved COUNTY Billing Policy.
- 27 7. Narcotic asset forfeitures will be distributed pursuant to Attachment D of the
- 28 Agreement, which is incorporated herein by this reference.

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

2 8a. At the time this Agreement is executed, there are unresolved issues
3 pertaining to potential changes in salaries and benefits for COUNTY
4 employees. The cost of such potential changes are not included in the
5 Fiscal Year 2023-24, costs set forth in Attachment B nor in the Fiscal Year
6 2023-24, Maximum Obligation of CITY set forth in Subsection F-2 of this
7 Agreement. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for increased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
11 Subsection F-2 of this Agreement, the full costs of said increases to the
12 extent such increases are attributable to work performed by such personnel
13 after July 1, 2023 and CITY's Maximum Obligation hereunder shall be
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for
15 such increases on a pro-rata basis over the portion of the period between
16 July 1, 2023 and June 30, 2024 remaining after COUNTY notifies CITY that
17 increases are payable. If the changes result in the COUNTY incurring or
18 becoming obligated to pay for decreased costs for or on account of
19 personnel whose costs are included in the calculations of costs charged to
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
21 extent such decreases are attributable to work performed by such personnel
22 during the period July 1, 2023 through June 30, 2024, and CITY's Maximum
23 Obligation hereunder shall be deemed to have decreased accordingly.
24 COUNTY shall reduce required payment by CITY in full for such decreases
25 on a pro-rata basis over the portion of the period between July 1, 2023 and
26 June 30, 2024 remaining after COUNTY notifies CITY that the Maximum
27 Obligation has decreased.

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F. PAYMENT: (Continued)

8b.If CITY is required to pay for increases as set forth in Subsection F-8a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection F-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing, pursuant to Subsection C-9. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

G. 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
 7800 KATELLA AVE
 STANTON, CA 90680

//

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
 SHERIFF-CORONER DEPARTMENT
 320 NORTH FLOWER STREET, SUITE 108
 SANTA ANA, CA 92703

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

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

5 **H. STATUS OF COUNTY:**

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

15 **I. STATE AUDIT:**

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

23 **J. ALTERATION OF TERMS:**

24 This Agreement is comprised of this documents and Attachments A through G,
25 which are attached hereto and incorporated herein by reference. This
26 Agreement fully expresses all understanding of CITY and COUNTY with respect
27 to the subject matter of this Agreement and shall constitute the total Agreement
28 between the parties for these purposes. No addition to or alteration of the terms

1 J. **ALTERATION OF TERMS:** (Continued)

2 of this Agreement, unless expressly provided herein, shall be valid unless made
3 in writing, formally approved and executed by duly authorized agents of both
4 parties.

5 K. **INDEMNIFICATION:**

6 1. COUNTY, its officers, agents, employees, subcontractors and independent
7 contractors shall not be deemed to have assumed any liability for the
8 negligence or any other act or omission of CITY or any of its officers, agents,
9 employees, subcontractors or independent contractors, or for any dangerous
10 or defective condition of any public street, work, or property of CITY, or for
11 any illegality or unconstitutionality of CITY's municipal ordinances. CITY
12 shall indemnify and hold harmless COUNTY and its elected and appointed
13 officials, officers, agents, employees, subcontractors and independent
14 contractors from any claim, demand or liability whatsoever based or asserted
15 upon the condition of any public street, work, or property of CITY, or upon
16 the illegality or unconstitutionality of any municipal ordinance of CITY that
17 SHERIFF has enforced, or upon any act or omission of CITY, or its elected
18 and appointed officials, officers, agents, employees, subcontractors or
19 independent contractors related to this Agreement, including, but not limited
20 to, any act or omission related to the maintenance or condition of any vehicle
21 or motorcycle that is owned or possessed by CITY and used by COUNTY
22 personnel in the performance of this Agreement, for property damage, bodily
23 injury or death or any other element of damage of any kind or nature, and
24 CITY shall defend, at its expense including attorney fees, and with counsel
25 approved in writing by COUNTY, COUNTY 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 condition of public street, work, or property, or illegality or

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

2 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If
3 judgment is entered against CITY and COUNTY by a court of competent
4 jurisdiction because of the concurrent active negligence of either party, CITY
5 and COUNTY agree that liability will be apportioned as determined by the
6 court. Neither party shall request a jury apportionment.

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

19 **L. OWNERSHIP OF POLICE BUILDING:**

20 CITY will retain title to the land and building used for the Stanton Sheriff Station.
21 CITY agrees to lease the premises to COUNTY for no further consideration,
22 during the period of this Agreement. Said license, has been memorialized in a
23 separate document entitled "License Agreement" and dated September 1, 2020.

24 **M. OPERATIONS AGREEMENT:**

25 The COUNTY and the CITY agree to the responsibilities assigned in the
26 Operations Agreement in Attachment E. Within the limitations set forth below,
27 SHERIFF, on behalf of the COUNTY, and CITY Manager, on behalf of CITY,
28 are authorized to execute written amendments to the Operations Agreement.

1 **M. OPERATIONS AGREEMENT: (Continued)**

2 Amendments may be executed by SHERIFF and CITY Manager without prior
3 approval by CITY's Council and COUNTY's Board of Supervisors only if they
4 pertain to the same subject matter as the original Operations Agreement
5 attached hereto and do not, in the aggregate, increase or decrease this
6 Agreement by more than one percent (1%).

7 Prior approval of CITY's Council and COUNTY's Board of Supervisors is
8 necessary for any other amendment of the Operations Agreement. SHERIFF
9 and CITY Manager shall file copies of any amendments to the Operations
10 Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

11 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

12 1. COUNTY has established a Traffic Violator Apprehension Program ["the
13 Program"], which is operated by SHERIFF, and is designed to reduce
14 vehicle accidents caused by unlicensed drivers and drivers whose licenses
15 are suspended and to educate the public about the requirements of the
16 Vehicle Code and related safety issues with regard to driver licensing,
17 vehicle registration, vehicle operation, and vehicle parking. The Program
18 operates throughout the unincorporated areas of the COUNTY and in the
19 cities that contract with COUNTY for SHERIFF's law enforcement services,
20 without regard to jurisdictional boundaries, because an area-wide approach
21 to reduction of traffic accidents and driver education is most effective in
22 preventing traffic accidents. In order for CITY to participate in the Program,
23 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
24 same amount as approved by County, as set forth in the TVAP resolution
25 that is attached to the Agreement as Attachment F, and has directed that the
26 revenue from such fee be used for the Program. CITY's participation in the
27 Program may be terminated at any time by rescission or amendment of the
28 TVAP resolution that is attached to the Agreement as Attachment F. In the

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

2 event CITY 1) amends said TVAP resolution, or rescinds said TVAP
3 resolution and adopts a new TVAP resolution pertaining to the above-
4 referenced fees and the Program, and 2) remains a participant in the
5 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on
6 behalf of COUNTY, have authority to execute an amendment of the
7 Agreement to substitute CITY's amended or new TVAP resolution for
8 Attachment F to the Agreement, as long as said amendment to the
9 Agreement does not materially change any other provision of the
10 Agreement. As County updates its fees for the Program periodically,
11 COUNTY will provide written notice to CITY of the updated fees. CITY's
12 participation in the Program will terminate if CITY determines not to adopt
13 the updated fees for the Program.

- 14 2. COUNTY will make available for review, at the request of CITY, all financial
15 data related to the Program as may be requested by CITY.
- 16 3. Fee revenue generated by COUNTY and participating cities will be used to
17 fund the following positions, which will be assigned to the Program:
- 18 • Ten one hundredths (0.10) Sergeant
19 (8 hours per two-week pay period)
 - 20 • One (1) Staff Specialist
21 (80 hours per two-week pay period)
 - 22 • One (1) Office Specialist
23 (80 hours per two-week pay period)
- 24 4. Fee revenue generated by CITY may be used to reimburse CITY for
25 expenditures for equipment and/or supplies directly in support of the
26 Program. In order for an expenditure for equipment and/or supplies to be
27 eligible for reimbursement, CITY shall submit a request for and obtain pre-
28 approval of the expenditure by using the form as shown in Attachment G.

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

2 The request shall be submitted within the budget schedule established by
3 SHERIFF. SHERIFF shall approve the expenditure only if both of the
4 following conditions are satisfied: 1) there are sufficient Program funds
5 attributable to revenue generated by CITY's fee, to pay for the requested
6 purchase, and 2) CITY will use the equipment and/or supplies, during their
7 entire useful life, only for purposes authorized by its TVAP resolution in
8 effect at the time of purchase.

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

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

1 **O. MOBILE DATA COMPUTERS:**

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

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

15 replacement/upgrade of MDCs, are included in the costs set forth in

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

17 F-2 of this Agreement unless CITY has already paid such costs. CITY shall

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

19 of said MDCs during the period July 1, 2023 through June 30, 2024.

- 20 4. If, following the initial acquisition of MDCs referenced above, CITY requires
- 21 MDCs for additional patrol cars or motorcycles designated for use in the
- 22 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
- 23 said additional MDCs. Upon demand by COUNTY, CITY will pay to
- 24 COUNTY a) the full costs of acquisition and installation of said additional
- 25 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary
- 26 by COUNTY, including the costs of maintenance, and contributions to a fund
- 27 for replacement and upgrade of such MDCs when they become functionally
- 28 or technologically obsolete. Said costs related to additional MDCs are not

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

2 included in, and are in addition to, the costs set forth in Attachment B and
3 the Maximum Obligation of CITY set forth in Subsection F-2 of this
4 Agreement.

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

10 **P. E-CITATION UNITS:**

- 11 1. As part of the law enforcement services to be provided to CITY, COUNTY
12 has provided, or will provide, E-Citation units designated by COUNTY for
13 use within CITY limits.
- 14 2. SHERIFF has the exclusive right to use said E-Citation units for law
15 enforcement services related to this Agreement.
- 16 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
17 E-Citation units that are assigned to CITY, and b) recurring costs, as
18 deemed necessary by COUNTY, including the costs of maintenance and
19 contributions to a fund for replacement and upgrade of such E-Citation units
20 when they become functionally or technologically obsolete.

21 The costs to be paid by CITY for recurring costs, including maintenance and
22 replacement/upgrade of E-Citation units, are included in the costs set forth in
23 Attachment B and the Maximum Obligation of CITY set forth in Subsection
24 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
25 not be charged additional amounts for maintenance or replacement/upgrade
26 of said E-Citation units during the period July 1, 2023 through
27 June 30, 2024.

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P. E-CITATION UNITS: (Continued)

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

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**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF STANTON
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	1.00	80 hrs./ per two wk. pay period
COMMUNITY SUPPORT			
Community Services Officer		1.00	80 hrs./ per two wk. pay period
CLERICAL SERVICES:			
Office Specialist	Office support	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period
Office Trainee/Cadets			(2 x 1,039 hours each)
TOTAL		37.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.78%
Deputy Sheriff II	Traffic	4.00	8.78%
Investigative Assistant	Traffic	2.00	8.78%
Office Specialist	Traffic	1.00	8.78%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	15.31%
Investigator	Auto Theft	2.00	15.31%
Investigative Assistant	Auto Theft	1.00	15.31%
Office Specialist	Auto Theft	1.00	15.31%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.77%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF STANTON**

ATTACHMENT B

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 424,190	\$ 424,190
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 333,524	\$ 333,524
Sergeant	Patrol	4.00	\$ 350,221	\$ 1,400,884
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 298,691	\$ 597,382
Investigative Assistant		2.00	\$ 144,972	\$ 289,943
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 290,040	\$ 6,380,880
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 294,890	\$ 294,890
COMMUNITY SUPPORT				
Community Services Officer		1.00	\$ 135,336	\$ 135,336
CLERICAL SERVICES:				
Office Specialist	Office support	2.00	\$ 107,119	\$ 214,238
ADDITIONAL SERVICES:				
Crime Prevention Specialist		1.00	\$ 114,231	\$ 114,231
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 50,374
TOTAL POSITIONS		37.00		\$ 10,235,872

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.78%	\$ 24,493
Deputy Sheriff II	Traffic	4.00	8.78%	\$ 128,676
Investigative Assistant	Traffic	2.00	8.78%	\$ 27,627
Office Specialist	Traffic	1.00	8.78%	\$ 10,757
AUTO THEFT:				
Sergeant	Auto Theft	0.30	15.31%	\$ 21,307
Investigator	Auto Theft	2.00	15.31%	\$ 105,049
Investigative Assistant	Auto Theft	1.00	15.31%	\$ 24,262
Office Specialist	Auto Theft	1.00	15.31%	\$ 18,280
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	3.77%	\$ 15,248
TOTAL REGIONAL/SHARED		12.90		\$ 375,699

OTHER CHARGES AND CREDITS (Subsection F-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for one (1) unit; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-three (24) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment), deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and restitution credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,403,314
TOTAL COST OF SERVICES (Subsection F-2)	\$ 13,014,885

ATTACHMENT C**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 D**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.

OPERATIONS AGREEMENT**BETWEEN THE****SHERIFF-CORONER****AND THE****CITY OF STANTON****Effective July 1, 2023**

The purpose of this OPERATIONS AGREEMENT is to define, in greater detail, the areas of responsibility between the CITY OF STANTON, hereinafter referred to as "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as "SHERIFF".

A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY:**1. Public Access to Stanton Police Services Building**

The Stanton Police Services Building will be open to the public depending on staffing availability. The hours of operation will be determined by the Captain in charge of Police Services in consultation with the CITY Manager.

2. Personnel Authorized to Use the Facility

SHERIFF will utilize the Stanton Police Services Building for SHERIFF employees whose services are contracted to CITY. SHERIFF and CITY agree that effective January 25, 2013, SHERIFF personnel who are regularly deployed to deliver services to various unincorporated areas, generally located in West Orange County, may operate in and out of the Police Building as a regular duty station.

3. Booking Prisoners at the Police Building

Prisoners will not be booked or housed at the Stanton Police Services Building, with the exception of SHERIFF Community Work Program participants.

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1 **A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND**
2 **PROPERTY: (Continued)**

3 4. Fingerprinting Services

4 Citizen fingerprinting services will be performed at SHERIFF's facility in
5 Santa Ana.

6 **B. PERSONNEL AND DEPLOYMENT:**

- 7 1. All Deputy Sheriff, Investigator, Sergeant and Management Services
8 positions, shall be full-time, paid positions.
- 9 2. During emergencies, such as mutual aid situations, SHERIFF will attempt to
10 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
11 determines that the Captain is needed elsewhere, SHERIFF will notify
12 CITY's Manager within four (4) hours. SHERIFF will return Captain to CITY
13 as soon as possible once the emergency situation is under control. During
14 the Captain's absence, SHERIFF will designate an acting Police Services
15 Chief.
- 16 3. Except as otherwise indicated in the Agreement, personnel assigned to
17 Patrol, Management, Supervision, General Investigation, Clerical and
18 Additional Services shall be assigned to full-time positions (80 hours per
19 two-week pay period) in CITY. As used herein, the term "full-time position"
20 contemplates that the employees assigned to CITY will not report to their
21 CITY assignments, but that CITY will pay the full costs for said employees
22 as set forth herein, during the following:
- 23 a. COUNTY-paid holidays.
 - 24 b. Sick leave to the extent that it does not exceed the greater of (1) 12 days
25 per year, per position, or (2) the amount of leave accrued by an
26 employee assigned to CITY during the time he or she has been
27 assigned to CITY.

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1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

2 c. Vacation leave to the extent it does not exceed an amount permitted by
3 COUNTY to be accumulated by an employee at any one time.

4 d. Training as mandated by the California Commission on Peace Officers
5 Standards and Training (P.O.S.T.) or as mandated by SHERIFF.

6 e. Bereavement leave as authorized by COUNTY.

7 f. Jury duty leave as authorized by COUNTY.

8 g. Participation in specialized SHERIFF services that are available
9 throughout the County, including in CITY, without charge, in accordance
10 with COUNTY Resolution No. 89-1160.

11 h. Responses to mutual aid and natural or man-made disasters or
12 emergencies.

13 4. A position unfilled for any period as a result of Workers' Compensation
14 leave shall be considered on leave. A position unfilled for any period as a
15 result of reassignment to another function within SHERIFF's Department
16 shall be considered vacant. The COUNTY will provide a credit to the CITY
17 for the hours a position is vacant. The credit may be offset with overtime
18 and reconciled at fiscal year-end.

19 5. In the event an employee assigned to the CITY participates in specialized
20 SHERIFF services as described in Subsection 3-g above, and the SHERIFF
21 determines that overtime coverage of the employee's absence at CITY is
22 required, the additional cost of such overtime will not be charged to the
23 CITY.

24 6. In the event the COUNTY receives reimbursement for services as described
25 in Subsection 3-h above that are provided by COUNTY personnel assigned
26 to CITY, the COUNTY will credit the reimbursement to the CITY, unless the
27 work usually performed by COUNTY personnel for Stanton is otherwise
28 performed by COUNTY during the period when COUNTY personnel

1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

2 assigned to Stanton are providing services described in Subsection 3-h
3 above.

4 **C. TELEPHONE USED BY CITIZENS:**

5 A telephone shall be maintained outside the Stanton Police Station building.
6 The telephone is to be used by citizens requesting services. When the receiver
7 is lifted, the telephone will ring at SHERIFF'S Emergency Communications
8 Bureau or other location designated by SHERIFF. SHERIFF is responsible for
9 payment and maintenance of the telephone line and equipment located outside
10 the Stanton Police Station building.

11 **D. TRAFFIC AND PARKING IN THE AREA OF THE POLICE BUILDING:**

- 12 1. CITY shall maintain a traffic signal at Cedar Street and Katella Avenue.
- 13 2. CITY shall install and maintain physical barriers that do not permit
14 westbound wrong way traffic movement on Stanton Park Road at the south
15 end of Cedar Street and on Stanton Park Road where it opens onto Beach
16 Boulevard.
- 17 3. CITY shall establish a 30-minute parking zone on the east side of Cedar
18 Street in front of the Police Building.
- 19 4. CITY shall enforce municipal parking ordinances on Cedar Street in front of
20 the Police Building and in the Stanton Civic Center parking structure on
21 Cedar Street.

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RESOLUTION NO. 2021-08**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO COLLECT ITS UPDATED FEE FOR THE TRAFFIC VIOLATOR APPREHENSION PROGRAM IN THE CITY OF STANTON**

WHEREAS, the Orange County Sheriff-Coroner Department ("the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and parking; and

WHEREAS, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Stanton) that contract for the Sheriff's law enforcement services; and

WHEREAS, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, on October 10, 2000, the Stanton City Council adopted Resolution No. 2000-57, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

WHEREAS, the Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

WHEREAS, the Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

WHEREAS, the Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

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WHEREAS, the Sheriff impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

Vehicle Code Section and Impound Ground

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22651 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)

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- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

WHEREAS, Vehicle Code section 22850.5 authorizes the City Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

WHEREAS, a cost study prepared in 2020 by the Sheriff demonstrated a need to update the County's Traffic Violator Apprehension Program fees. The Sheriff's cost study determined that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is \$144.00 per removal; and

WHEREAS, on November 17, 2020, the Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of \$144.00 per removal; and

WHEREAS, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension fees to match the County's new fee of \$144.00 per removal; and

WHEREAS, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

- a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
- b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and

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- d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

WHEREAS, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being drive, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new Traffic Violator Apprehension Program fee provided herein was given according to law; and

WHEREAS, a public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on March 23, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Public Resources Code section 21080 (b)(8) and Sections 15061(b)(3) and 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this Resolution does not undertake any project that has the potential for causing a significant effect on the environment as the Resolution simply authorizes the Orange County Sheriff's Department to collect its updated operating cost-recovery fee for the removal, impoundment, and storage of vehicles for specified Vehicle Code violations.

SECTION 3. That on March 23, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of \$144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
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- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

SECTION 4. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

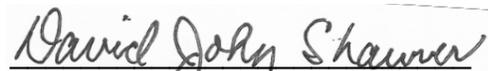
SECTION 9. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 11. Until further order of the City Council, the Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 12. This Resolution supersedes Resolution No. 2000-57.

PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2021.


DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:



HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-08 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on March 23, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: Ramirez, Shawver, Taylor, Van, Warren

NOES: None

ABSENT: None

ABSTAIN: None



PATRICIA A. VAZQUEZ, 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	<p>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</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
APPROVALS				
	Recommended For Approval CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	