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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~2~~⁴ and terminate
3 June 30, 202~~3~~², unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 202~~3~~² for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~3~~² and June 30, 202~~4~~³, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows and
14 does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1, 202~~3~~²
17 and August 31, 202~~4~~², and CITY shall pay COUNTY the full costs of
18 providing such services. Such full costs may be greater than those listed
19 herein for the period July 1, 202~~2~~⁴ through June 30, 202~~3~~². SHERIFF and
20 CITY Manager shall file copies of any such amendments to this Agreement
21 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change will
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by the COUNTY
8 for the period July 1, 202~~2~~⁴ through June 30, 202~~2~~³, is set forth in
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract(s) for the balance of the time of the employee providing the service
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF shall
20 notify CITY Manager of the date or dates such service or services are to be
21 implemented. COUNTY shall reduce the monthly charges to CITY, based on
22 the actual date of implementation of the service or services. Charges shall
23 be reduced on the next monthly billing tendered in accordance with
24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
27 determines that the Captain is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 5. In accordance with Government Code Section 51350, COUNTY has
21 adopted Board Resolution 89-1160 which identifies Countywide services,
22 including but not limited to helicopter response. SHERIFF through this
23 contract provides enhanced helicopter response services. The cost of
24 enhanced helicopter response services is included in the cost of services set
25 forth in Attachment B and in the Maximum Obligation of CITY set forth in
26 Subsection G-2. COUNTY shall not charge any additional amounts for
27 enhanced helicopter services after the cost of services set forth in
28 Attachment B and in the Maximum Obligation set forth in Subsection G-2

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

2 has been established without written notification to the CITY.

3 **E. BODY WORN CAMERA AND IN CAR VIDEO: PATROL VIDEO SYSTEMS:**

4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, body worn cameras (hereinafter called "BWC")
6 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
7 called "ICV") that will be mounted in vehicles ~~patrol video systems~~
8 (hereinafter called "PVS") that are or will be mounted in patrol vehicles
9 designated by SHERIFF COUNTY for use within CITY service area.

10 2. SHERIFF has the exclusive right to use said BWC and ICVPVS for law
11 enforcement services related to this Agreement.

12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of of
13 BWC and the acquisition and installation of ICV Patrol Video Systems that
14 are or will be mounted in patrol vehicles assigned to CITY, and b) recurring
15 costs, as deemed necessary by COUNTY, including the costs of
16 maintenance and contributions to a fund for replacement and upgrade of
17 such BWC and ICVPVS when they become functionally or technologically
18 obsolete.

19 The costs to be paid by CITY for recurring costs, including maintenance and
20 replacement/upgrade of BWC and ICVPVS, are included in the costs set
21 forth in Attachment B and the Maximum Obligation of CITY set forth in
22 Subsection G-2 of this Agreement unless CITY has already paid such costs.
23 CITY shall not be charged additional amounts for maintenance or
24 replacement/upgrade of said PVS during the period July 1, 202~~2~~⁴ through
25 June 30, 202~~2~~³.

26 4. If, following the initial acquisition of BWC and ICVPVS referenced above,
27 CITY requires BWC and ICVPVS for additional SHERIFF'S personnel or
28 vehiclespatrol cars designated for use in the CITY service area, COUNTY

1 **E. BODY WORN CAMERA AND IN CAR VIDEO: ~~PATROL VIDEO SYSTEMS:~~**

2 (Continued)

3 will purchase said additional BWC and ICVPVS. Upon demand by
4 COUNTY, CITY will pay to COUNTY a) the full costs of acquisition ~~and~~
5 ~~installation~~ of ~~said~~ additional BWC and the full cost of acquisition and
6 installation of additional ICVPVS, and b) the full recurring costs for said
7 BWC and ICVPVS, as deemed necessary by COUNTY, including the costs
8 of maintenance, and contributions to a fund for replacement and upgrade of
9 such BWC and ICVPVS when they become functionally or technologically
10 obsolete. Said costs related to additional BWC and ICVPVS are not
11 included in, and are in addition to, the costs set forth in Attachment B and
12 the Maximum Obligation of
13 CITY set forth in Subsection G-2 of this Agreement.

- 14 5. COUNTY will replace and/or upgrade BWC and ICVPVS as needed. The
15 costs of replacing/upgrading BWC and ICVPVS shall be paid by COUNTY
16 from the replacement/upgrade funds to be paid by CITY in accordance with
17 the foregoing. CITY shall not be charged any additional charge to replace or
18 upgrade BWC and ICVPVS.

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

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

26 **G. PAYMENT:**

- 27 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
28 COUNTY the full costs of performing the services mutually agreed upon in

1 this Agreement. The costs of services include salaries, wages, benefits,
2 mileage, services, supplies, equipment, and divisional, departmental and
3 COUNTY General overhead.

4 2. Unless the level of service set forth in Attachment A is increased or
5 decreased pursuant to mutual agreement of the parties, or CITY is required
6 to pay for increases as set forth in Subsection G-4, the Maximum Obligation
7 of CITY for full cost of services, other than Licensing Services, set forth in
8 Attachment A of this Agreement, to be provided by the COUNTY for the

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

10 period July 1, 202~~2~~⁴ through June 30, 202~~3~~² shall be \$13,966,060
11 13,574,884 as set forth in Attachment B.

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

17 3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~2~~⁴
18 through June 30, 202~~3~~² said invoices will require payment by CITY of one-
19 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
20 of this Agreement, as said Maximum Obligation may have been increased or
21 decreased pursuant to mutual agreement of the parties. In addition, if a
22 determination is made that increases described in Subsection G-4 must be
23 paid, COUNTY thereafter shall include the pro-rata charges for such
24 increases in its monthly charges for such increases in its monthly invoices to
25 CITY for the balance of the period between July 1, 202~~2~~⁴ and June 30,
26 202~~3~~².

27 4a. At the time this Agreement is executed, there may be unresolved issues
28 pertaining to potential changes in salaries and benefits for COUNTY

1 employees. The costs of such potential changes are not included in the
2 Fiscal Year 202~~21~~-2~~32~~ cost set forth in Attachment B nor in the Fiscal Year
3 202~~21~~-2~~32~~ Maximum Obligation of CITY set forth in Subsection G-2 of this
4 Agreement. If the changes result in the COUNTY incurring or becoming
5 obligated to pay for increased costs for or on account of personnel whose
6 costs are included in the calculations of costs charged to CITY hereunder,
7 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
8 Subsection G-2 of this Agreement, the full costs of said increases to the
9 extent such increases are attributable to work performed by such personnel

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

11 after July 1, 202~~21~~ and CITY's Maximum Obligation hereunder shall be
12 deemed to have increased accordingly. CITY shall pay COUNTY in full for
13 such increases on a pro-rata basis over the portion of the period between
14 July 1, 202~~21~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY
15 that increases are payable. If the changes result in the COUNTY incurring
16 or becoming obligated to pay for decreased costs for or on account of
17 personnel whose costs are included in the calculations of costs charged to
18 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
19 extent such decreases are attributable to work performed by such personnel
20 during the period July 1, 202~~21~~ through June 30, 202~~32~~, and CITY's
21 Maximum Obligation hereunder shall be deemed to have decreased
22 accordingly. COUNTY shall reduce required payment by CITY in full for
23 such decreases on a pro-rata basis over the portion of the period between
24 July 1, 202~~21~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY
25 that the Maximum Obligation has decreased.

26 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
27 above, COUNTY, at the request of CITY, will thereafter reduce the level of
28 service to be provided to CITY set forth in Attachment A of this Agreement to

1 a level that will make the Maximum Obligation of CITY hereunder for the
2 period July 1, 202~~2~~⁴ through June 30, 202~~3~~² an amount specified by CITY
3 that is equivalent to or higher or lower than the Maximum Obligation set forth
4 in Subsection G-2 for said period at the time this Agreement originally was
5 executed. The purpose of such adjustment of service levels will be to give
6 CITY the option of keeping its Maximum Obligation hereunder at the pre-
7 increase level or at any other higher or lower level specified by CITY. In the
8 event of such reduction in level of service and adjustment of costs, the parties
9 shall execute an amendment to this Agreement so providing.

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

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

- 13 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
14 approved County Billing Policy, which is attached hereto as Attachment D
15 and incorporated herein by this reference.
- 16 6. COUNTY shall charge CITY late payment penalties in accordance with
17 County Billing Policy.
- 18 7. As payment for the Licensing Services described in Subsection C-8 of this
19 Agreement, COUNTY shall retain all fees paid by applicants for licenses
20 pursuant to CITY ordinances listed in Attachment C hereto. Retention of
21 said fees by COUNTY shall constitute payment in full to COUNTY for costs
22 incurred by COUNTY in performing the functions related to licensing
23 described in Subsection C-8; provided, however, that if any of said fees are
24 waived or reduced by CITY, CITY shall pay to COUNTY the difference
25 between the amount of fees retained by COUNTY and the fees that were set
26 forth in the ordinances listed in Attachment C at the time this Agreement was
27 executed. If CITY increases the fee schedule for the licensing ordinances
28 set forth in Attachment C, either party shall have the right to seek

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amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

- 8. 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.
- 9. 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
 33282 STREET OF THE GOLDEN LANTERN
 DANA POINT, CA 92629

COUNTY: ATTN: LAW ENFORCEMENT 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 at all times shall 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

1 personnel, and other matters incident to the performance of services by
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 and
9 COUNTY shall retain all records relating to the performance of this Agreement
10 for said three-year period, except that those records pertaining to any audit then
11 in progress, or to any claim or litigation, shall be retained beyond said three-year
12 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 alteration
17 of, the terms of this Agreement shall be valid unless made in writing, formally
18 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 upon the condition of any public street or work or property of CITY, or upon
2 the illegality or unconstitutionality of any municipal ordinance of CITY that
3 SHERIFF has enforced, or upon any act or omission of CITY, or its elected
4 and appointed officials, officers, agents, employees, subcontractors or

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

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

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

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

1 amended or new TVAP resolution for Attachment F hereto, as long as said
2 amendment to this Agreement does not materially change any other
3 provision of this Agreement. As COUNTY updates its fees for the Program
4 periodically. COUNTY will provide written notice to CITY of the updated fees.

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

6 CITY'S participation in the Program will terminate if CITY determines not to
7 adopt the updated fees for the Program.

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

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

- 12 • Ten one hundredths of one (0.10) Sergeant
13 (8 hours per two-week pay period)
- 14 • One (1) Staff Specialist
15 (80 hours per two-week pay period)
- 16 • One (1) Office Specialist
17 (80 hours per two-week pay period)

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

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

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

6 TVAP resolution in effect at the time of purchase.

7 5. 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 to
11 provide the existing level of Program services. COUNTY will charge CITY
12 the cost of any Program operations that exceeds 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 shortfall
16 is experienced, according to CITY'S share of Program services rendered. In
17 the event of a reduction in level of Program service, termination of Program
18 service or adjustment of costs, the parties shall execute an amendment to
19 this Agreement so providing. Decisions about how to reduce the level of
20 Program service provided to CITY shall be made by SHERIFF with the
21 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.

1 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
2 installation of MDCs that are or will be mounted in patrol vehicles and
3 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
4 by COUNTY, including the costs of maintenance and contributions to a fund

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

6 for replacement and upgrade of such MDCs when they become functionally
7 or technologically obsolete. The costs to be paid by CITY for recurring costs,
8 including maintenance and replacement/upgrade of MDCs, are included in
9 the costs set forth in Attachment B and the Maximum Obligation of CITY set
10 forth in Subsection G-2 of this Agreement unless CITY has already paid
11 such costs. CITY shall not be charged additional amounts for maintenance
12 or replacement/upgrade of said MDCs during the period July 1, 202~~2~~⁴
13 through June 30, 202~~3~~².

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

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

1 foregoing. CITY shall not be charged any additional charge to replace or
2 upgrade MDCs.

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

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

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of E-Citation units, are included in the costs set forth in
16 Attachment B and the Maximum Obligation of CITY set forth in Subsection
17 G-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 E-Citation units during the period July 1, 202~~2~~⁴ through
20 June 30, 202~~2~~³.

- 21 4. If, following the initial acquisition of E-Citation units referenced above, CITY
22 requires additional E-Citation units designated for use in CITY, COUNTY will
23 purchase said additional E-Citation units. Upon demand by COUNTY, CITY
24 will pay to COUNTY a) the full costs of acquisition of said additional E-
25 Citation units, and b) the full recurring costs for said E-Citation units, as
26 deemed necessary by COUNTY, including the costs of maintenance, and
27 contributions to a fund for replacement and upgrade of such E-Citation units
28 when they become functionally or technologically obsolete. Said costs

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

DATED: _____

ATTEST: _____
City Clerk

CITY OF DANA POINT

BY: _____
City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF DANA POINT

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

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

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.49%
Deputy Sheriff II	Traffic	4.00	8.49%
Investigative Assistant	Traffic	2.00	8.49%
Office Specialist	Traffic	1.00	8.49%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.99%
Investigator	Auto Theft	2.00	4.99%
Investigative Assistant	Auto Theft	1.00	4.99%
Office Specialist	Auto Theft	1.00	4.99%
DET:			
Sergeant	DET	1.00	8.06%
Investigator	DET	1.00	8.06%
COURTS:			
Investigative Assistant	Courts	2.00	15.10%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	4.08%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF DANA POINT**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 431,068	\$ 431,068
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 358,583	\$ 358,583
Sergeant	Patrol	5.00	\$ 358,583	\$ 1,792,915
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 361,889	\$ 723,778
Investigative Assistant		1.00	\$ 198,369	\$ 198,369
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol/Traffic	19.00	\$ 295,858	\$ 5,621,302
Deputy Sheriff II -Motor	Traffic	2.00	\$ 300,859	\$ 601,718
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 117,186	\$ 117,186
Community Services Officer	Parking Control	3.00	\$ 133,976	\$ 401,928
Deputy Sheriff II	Community Support	3.00	\$ 295,858	\$ 887,574
Deputy Sheriff II	Directed Enforcement	1.00	\$ 295,858	\$ 295,858
TOTAL POSITIONS		39.00		\$ 11,430,279

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.49%	\$ 25,104
Deputy Sheriff II	Traffic	4.00	8.49%	\$ 129,159
Investigative Assistant	Traffic	2.00	8.49%	\$ 26,475
Office Specialist	Traffic	1.00	8.49%	\$ 10,302
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.99%	\$ 7,352
Investigator	Auto Theft	2.00	4.99%	\$ 34,525
Investigative Assistant	Auto Theft	1.00	4.99%	\$ 7,797
Office Specialist	Auto Theft	1.00	4.99%	\$ 5,837
DET:				
Sergeant	DET	1.00	8.06%	\$ 34,982
Investigator	DET	1.00	8.06%	\$ 32,429
COURTS:				
Investigative Assistant	Courts	2.00	15.10%	\$ 47,367
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.16%	\$ 31,936
TOTAL REGIONAL/SHARED		16.90		\$ 393,265

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; **Body Worn Camera (BWC) and In Car Video (ICV)**; contract administration; data line charges; enhanced helicopter response services; E-Citation acquisition cost for one (1) and recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition cost for one (1) and recurring cost for thirty-one (31) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay and on-call pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; retirement rate discount for FY 2022-23; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,142,516
TOTAL COST OF SERVICES (Subsection G-2)	\$ 13,966,060