

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF DANA POINT**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this First day of May 2020, which date
8 is enumerated for purposes of reference only, by and between the CITY OF DANA
9 POINT, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political
10 subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
13 services; and

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301 and 55632, on the terms and
16 conditions hereinafter set forth,

17 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM:	3
B. OPTIONAL TERMINATION OR EXTENSION:	3
C. REGULAR SERVICES BY COUNTY:	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:	6
E. PATROL VIDEO SYSTEMS:	9
F. LICENSING SERVICES BY CITY:	10
G. PAYMENT:	10
H. NOTICES:	14
I. STATUS OF COUNTY:	14
J. STATE AUDIT:	15
K. ALTERATION OF TERMS:	15
L. INDEMNIFICATION:	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:	17
N. MOBILE DATA COMPUTERS:	19
O. E-CITATION UNITS:	21
SIGNATURE PAGE:	23
Attachment A:	Regular Services by County
Attachment B:	Payment
Attachment C:	City Ordinance
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form
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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2020 and terminate
3 June 30, 2021, 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, 2021 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2021 and June 30, 2022, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2021 and
17 August 31, 2021, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2020 through June 30, 2021. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 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.

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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, 2020 through June 30, 2021, is set forth in Attachment
9 A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract(s) for the balance of the time of the employee providing the service
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF shall
20 notify CITY Manager of the date or dates such service or services are to be
21 implemented. COUNTY shall reduce the monthly charges to CITY, based on
22 the actual date of implementation of the service or services. Charges shall
23 be reduced on the next monthly billing tendered in accordance with
24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
26 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

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

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

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

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

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

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

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

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

18 **G. PAYMENT:**

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

G. PAYMENT: (Continued)

COUNTY for the period July 1, 2020 through June 30, 2021 shall be \$13,248,819 as set forth in Attachment B.

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

3. COUNTY shall invoice CITY monthly. During the period July 1, 2020 through June 30, 2021 said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2020 and June 30, 2021.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2020-21 cost set forth in Attachment B nor in the Fiscal Year 2020-21 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases

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

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

18 4b.If CITY is required to pay for increases as set forth in Subsection G-4a
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service to be provided to CITY set forth in Attachment A of this Agreement to
21 a level that will make the Maximum Obligation of CITY hereunder for the
22 period July 1, 2020 through June 30, 2021 an amount specified by CITY that
23 is equivalent to or higher or lower than the Maximum Obligation set forth in
24 Subsection G-2 for said period at the time this Agreement originally was
25 executed. The purpose of such adjustment of service levels will be to give
26 CITY the option of keeping its Maximum Obligation hereunder at the pre-
27 increase level or at any other higher or lower level specified by CITY. In the
28 event of such reduction in level of service and adjustment of costs, the

G. PAYMENT: (Continued)

parties shall execute an amendment to this Agreement so providing.

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

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

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1 **H. NOTICES:**

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

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

9 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
10 SHERIFF-CORONER DEPARTMENT
11 320 NORTH FLOWER STREET, SUITE 108
12 SANTA ANA, CA 92703

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

16 **I. STATUS OF COUNTY:**

17 COUNTY is, and at all times shall be deemed to be, an independent contractor.
18 Nothing herein contained shall be construed as creating the relationship of
19 employer and employee, or principal and agent, between CITY and COUNTY or
20 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
21 all authority for rendition of services, standards of performance, control of
22 personnel, and other matters incident to the performance of services by
23 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
24 shall not be entitled to any rights or privileges of CITY employees and shall not
25 be considered in any manner to be CITY employees.

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1 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

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

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

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

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is 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 vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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

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

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

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

17 **N. MOBILE DATA COMPUTERS:**

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

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

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

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

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

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O. E-CITATION UNITS:

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

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

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional 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

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

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

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DATED: _____

CITY OF DANA POINT

APPROVED AS TO FORM:

DATED: _____

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

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: Noah A. J.
Deputy

DATED: 5/11/20

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

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

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

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

REGIONAL / SHARED STAFF:

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

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

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

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

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

REGIONAL / SHARED STAFF:

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

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, education incentive and on-call pay; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for three (3) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty (30) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fifteen (15) units; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; retirement rate discount for FY 2020-21.

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

ATTACHMENT C

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CITY OF DANA POINT**ORDINANCE NO. 90-07****LICENSING**

BINGO GAME

BINGO OFFICIAL

CANVASSER/SOLICITOR

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MESSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

VENDING LICENSE

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

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

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

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

CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

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

RESOLUTION NO. 00-07-25-03

A RESOLUTION OF THE CITY OF DANA POINT AUTHORIZING THE ORANGE COUNTY SHERIFF-CORONER DEPARTMENT TO COLLECT ADMINISTRATIVE FEES, ESTABLISHED BY THIS RESOLUTION, FROM TRAFFIC VIOLATORS ON BEHALF OF THE CITY OF DANA POINT.

WHEREAS, the Orange County Sheriff-Coroner Department (hereinafter "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 vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County, and in the Orange County cities that contract for the Sheriff's law enforcement services, including the City of Dana Point; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on a regional basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Dana Point because drivers routinely cross jurisdictional boundaries, making a regional approach to reducing traffic accidents and driver education more effective in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors has already adopted a resolution authorizing the collection of fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment, in the County Treasury, of an interest-earning, budgeted special revenue fund, called the Traffic Violator Fund and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the fees collected by the County be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension

Program, and the purchase or maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that, until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in the City of Dana Point during the normal course of duty; and

WHEREAS, the Sheriff Impounds said vehicles pursuant to his authority under the California Vehicle Code (CVC) as follows:

CVC Sections and Grounds for Impound

14602.6	Suspended, revoked, or unlicensed driver w/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 In effect
22651(i)(1)	Excessive unpaid parking citations
22651(j)	Lack of vehicle registration
22651(k)	Parking over 72 hours
22651(l)	Parking In a construction zone
22651(m)	Violation of special event restriction
22651(n)	No parking zone
22651(o)(1)	Delinquent vehicle registration
22651(p)	Driver unlicensed or license suspended
22651(r)	Vehicle blocking another vehicle
22651(t)	Notice to appear/Illegal amber lights
22655.3	Removal for investigation
22655.5(b)	Vehicle is evidence of a crime
22669	Abandoned vehicle; and

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

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to CVCsection 22850.5:

- (a) \$152.00 when a vehicle Is impounded pursuant to eve section 14602.6, which relates to the licensing status of the driver, and

- (b) **\$50.00 when a vehicle is impounded pursuant to a violation of any of the other eve sections listed above; and**

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to a violation of eve 14602.6 exceed \$152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to a violation of any of the other CVC sections listed above exceed \$50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of determining the license status of the driver and complying with the complex requirements of CVCsection 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, CVC section 22850.5 imposes the following restrictions on the imposition of an 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 California Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and**
- (b) **The fee may not be Imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and**

WHEREAS, it is also unfair to impose the administrative fee authorized by CVC section 22850.5 in the following circumstances:

- (a) **When the vehicle was left because it became inoperable while being driven if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted.**
- (b) **When the vehicle was stolen.**
- (c) **When the vehicle was left by an ill or injured driver.**
- (d) **When it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner nor his agent was at fault in creating circumstances leading to the impounding of the vehicle; and**

WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

WHEREAS, a public hearing pertaining to the proposed new fees was held on July 25, 2000; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dana Point, does hereby, declare, determine, and order as follows:

SECTION 1. In accordance with California Public Resources Code section 21080(b)(2), that the below listed charges are only for the purpose of meeting operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

SECTION 2. On July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City of Dana Point in accordance with, or due to a violation of, the provisions of the sections listed below:

- (a) A fee of \$152.00 for each impound of a vehicle in accordance with, or on account of a violation of, CVC section 14602.6, and;**
- (b) A fee of \$50.00 for each Impound of a vehicle in accordance with, or on account of a violation of, any of the following CVC sections:**

**22651(a)
22651(d)
22651(e)
22651(f)
22651(h)(1)
22651(h)(2)
22651(i)(1)
22651(j)
22651(k)
22651(l)
22651(m)
22651(n)
22651(o)(1)
22651(p)
22651(r)
22651(t)
22655.3
22655.5(b)
22669**

SECTION 3. The Sheriff is authorized to collect said fees, on behalf of the City of Dana Point, at the time of release of vehicles that are subject to the fees.

SECTION 4. The fees shall only be imposed on the registered owner, or agent of the owner, of the impounded vehicle and 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 California Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

SECTION 5. Fees shall not be imposed in any of the following circumstances:

- (a) When the vehicle was left because it became inoperable while being driven if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted.
- (b) When the vehicle was stolen.
- (c) When the vehicle was left by an ill or injured driver.
- (d) When it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner nor his agent was at fault in creating circumstances leading to the impounding of the vehicle.

SECTION 6. A registered owner, or an agent of a registered owner, who believes he/she is exempt from either of said fees in accordance with the above-listed criteria may apply in writing, at Sheriff Headquarters or any Sheriff substation, for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 7. The Sheriff shall promptly determine, upon presentation of a written application for a waiver of fees together with such supporting documentation as the Sheriff may request, whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

SECTION 8. The Sheriff is directed, until further order by this Council, to deposit the proceeds of fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract with the Sheriff for law enforcement services, and to provide the City with an annual

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss
CITY OF DANA POINT)

I. MARSHA WHALEN, City Clerk of the City of Dana Point, California do hereby certify that the foregoing Resolution No. 00-07-25-03 was duly adopted and passed at a regular meeting of the City Council on the 25th day of July, 2000, by the following vote to wit:

AYES: Council Members Kaufman, Netzley, Ossenmacher,
Mayor Pro Tem Rayfield and Mayor McGuire

NOES: None

ABSTAIN: None

ABSENT: None


MARSHA WHALEN, CITY CLERK

accounting of the fees collected. expenditures made, and
balances accumulated from fees imposed by this resolution.

SECTION 9. Expenditures from the Traffic Violator Fund may include. but are not limited to, the costs of personnel who perform duties for the traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 10. The Orange County Board of Supervisors, until further order of Council, is authorized to carry forward and accumulate any balance of proceeds from fees imposed by this Resolution, in the Traffic Violator Fund, that is remaining at the end of a fiscal year, as long as said proceeds will be used for the purposes recited herein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dana Point at its regular meeting held on the 25th day of July, 2000.


INGRID MCGUIRE. MAYOR

ATTEST:


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