

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

**THIS AGREEMENT**, entered into this First day of May 20~~2015~~, which date is enumerated for purposes of reference only, by and between the CITY OF SAN JUAN CAPISTRANO, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

**WITNESSETH:**

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

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

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

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## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM:.....	3
B. OPTIONAL TERMINATION:.....	3
C. REGULAR SERVICES BY COUNTY: .....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:.....	8
E. PATROL VIDEO SYSTEMS:.....	11
F. LICENSING SERVICES BY CITY: .....	12
G. PAYMENT: .....	12
H. NOTICES:.....	19
I. STATUS OF COUNTY: .....	19
J. STATE AUDIT: .....	20
K. ALTERATION OF TERMS: .....	20
L. INDEMNIFICATION:.....	20
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: .....	22
<u>N.</u> MOBILE DATA COMPUTERS: .....	24
O. E-CITATION UNITS:.....	26
<u>SIGNATURE PAGE:</u> .....	28
<u>Attachment A:</u> <u>Regular Services by County</u>	
<u>Attachment B:</u> <u>City Ordinances</u>	
<u>Attachment C:</u> <u>Payment</u>	
<u>Attachment D:</u> <u>County Billing Policy</u>	
<u>Attachment E:</u> <u>Forfeited and Seized Asset Policy</u>	
<u>Attachment F:</u> <u>TVAP Resolution</u>	
<u>Attachment G:</u> <u>TVAP Form</u>	
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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing  
3 July 1, 20~~2015~~ and terminating June 30, 20~~2529~~, unless earlier terminated by  
4 either party in the manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

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

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

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

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

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

4. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 20~~20~~<sup>21</sup> through June 30, 20~~21~~<sup>22</sup>, is set forth in Attachment A and incorporated herein by this reference~~shall be as follows:~~

**Management:**

- ~~One (1) Lieutenant~~

**Supervision:**

- ~~Four (4) Sergeants – Patrol~~  
~~(each 80 hours per two week pay period)~~
- ~~One (1) Sergeant – Administrative~~  
~~(80 hours per two week pay period)~~

**Investigation Services:**

- ~~Two (2) Investigators~~  
~~(each 80 hours per two week pay period)~~

**Patrol/Traffic Services:**

- ~~Fourteen (14) Deputy Sheriff IIs – Patrol~~  
~~(each 80 hours per two week pay period)~~
- ~~One (1) Deputy Sheriff II – Special Enforcement~~  
~~(Directed Enforcement Team – DET)~~  
~~(80 hours per two week pay period)~~
- ~~Three (3) Deputy Sheriff IIs – Motorcycle~~  
~~(each 80 hours per two week pay period)~~  
~~Deployment to be determined by SHERIFF in cooperation with CITY manager.~~

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

~~Community Support Unit:~~

- ~~• One (1) Deputy Sheriff II~~  
~~— (80 hours per two-week pay period)~~
- ~~• One (1) Crime Prevention Specialist~~  
~~— (80 hours per two-week pay period)~~

~~Parking Control:~~

- ~~• Two (2) Community Services Officers~~  
~~— (each 80 hours per two-week pay period)~~

~~Regional / Shared Staff:~~

- ~~• 7.91 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~
- ~~• 7.91 percent of four (4) Deputy Sheriff IIs — Traffic~~
- ~~• 7.91 percent of two (2) Investigative Assistants — Traffic~~
- ~~• 7.91 percent of one (1) Office Specialist — Traffic~~
- ~~• 5.38 percent of thirty one hundredths of one (0.30) Sergeant —~~  
~~Auto Theft~~
- ~~• 5.38 percent of two (2) Investigators — Auto Theft~~
- ~~• 5.38 percent of one (1) Investigative Assistant — Auto Theft~~
- ~~• 5.38 percent of one (1) Office Specialist — Auto Theft~~
- ~~• 12.21 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~
- ~~• 12.21 percent of one (1) Investigator — Directed Enforcement Team (DET)~~
- ~~• 6.97 percent of one (1) Office Specialist — Subpoena~~
- ~~• 13.86 percent of two (2) Investigative Assistants — Court~~
- ~~• 9.38 percent of one half of one (0.50) Motorcycle Sergeant~~

5. For any service listed in ~~Subsection C-4~~Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities which contract(s) for the balance of the time of the employee

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

providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-~~23~~ will be adjusted accordingly.

6. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-~~56~~ of this Agreement.
7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to CITY as soon as possible once the emergency situation is under control.
8. With respect to the licensing ordinances of CITY listed in Attachment ~~BA~~ hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in

Attachment BA, hereto, except the investigations relating to initial applications for which this subsection provides.

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

9. COUNTY or CITY, upon thirty (30) days notice and mutual written agreement, shall increase or decrease the service levels provided herein, and the obligation of CITY to pay for services shall be concomitantly adjusted.

~~5-10.~~ With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 for FY 2020-21[LLM1].

Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the

total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement for FY 2020-21[LLM2].

//

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

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in ~~Subsection~~ Attachment AG-4 of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately after each such event.
2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this



1 Agreement. Such supplemental services shall be provided only by regularly  
2 appointed full-time peace officers, at rates of pay governed by a Memorandum  
3 of Understanding between COUNTY and the bargaining unit(s) representing  
4 the peace officers providing the services. Such supplemental services shall  
5 include only law enforcement duties and shall not include services authorized  
6

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

8 to be provided by a private patrol operator, as defined in Section 7582.1 of the  
9 Business and Professions Code. Law enforcement support functions,  
10 including, but not limited to, clerical functions and forensic science services,  
11 may be performed by non-peace officer personnel if the services do not  
12 involve patrol or keeping the peace and are incidental to the provision of law  
13 enforcement services. CITY shall reimburse COUNTY its full, actual costs of  
14 providing such supplemental services at an amount computed by SHERIFF,  
15 based on the current year's COUNTY law enforcement cost study. The cost  
16 of these supplemental services shall be in addition to the Maximum Obligation  
17 of CITY set forth in Subsection G-~~23~~ of this Agreement. SHERIFF shall bill  
18 CITY immediately after each such event.

- 19 3. Supplemental services for events operated by public entities on non-CITY  
20 property. At the request of CITY, through its City Manager, and within the  
21 limitations set forth in this subsection D-3, SHERIFF may provide  
22 supplemental law enforcement services to preserve the peace at special  
23 events or occurrences that occur on an occasional basis and are operated by  
24 public entities on non-CITY property. SHERIFF shall determine personnel and  
25 equipment needed for such supplemental services, and will provide such  
26 supplemental services only if SHERIFF is able to do so without reducing  
27 services that SHERIFF otherwise would provide to CITY pursuant to this  
28 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-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately after each such event.

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

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 ~~Subsection G-4~~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-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
5. In accordance with Government Code 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in ~~Subsection G-~~Attachment C2 and in the Maximum Obligation of CITY set forth in Subsection G-~~23~~. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in ~~Subsection~~

1 Attachment CG-2 and in the Maximum Obligation set forth in Subsection G-~~23~~  
2 has been established in any fiscal year without written notification to the CITY.

3 **E. PATROL VIDEO SYSTEMS:**

- 4 1. As part of the law enforcement services provided to CITY, COUNTY has  
5 provided, or will provide patrol video systems (hereinafter called "PVS")  
6 that will be mounted in the patrol vehicles designated by COUNTY for use  
7 within CITY service area.  
8 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
9 services related to this Agreement.

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

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

17 The costs to be paid by CITY for recurring costs, including maintenance and  
18 replacement/upgrade of PVS, are included in the costs set forth in  
19 Subsection G-2 Attachment C and the Maximum Obligation of CITY set forth  
20 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such  
21 costs. CITY shall not be charged additional amounts for maintenance or  
22 replacement/upgrade of said PVS during the period July 1, 20~~2015~~  
23 June 30, 20~~21~~~~16~~.

- 24 4. If, following the initial acquisition of PVS referenced above, CITY requires  
25 PVS for additional patrol cars designated for use in the CITY service area,  
26 COUNTY will purchase said additional PVS. Upon demand by COUNTY,  
27 CITY will pay to COUNTY a) the full costs of acquisition and installation of  
28 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 become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.

5. County will replace and/or upgrade PVS as needed. The costs of replacing/upgrade PVS 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 PVS after the cost of PVS set forth in Attachment C and in Maximum Obligation set forth in G-2 has been established in any fiscal year without written notification to the CITY.

**F. LICENSING SERVICES BY CITY:**

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

**G. PAYMENT:**

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The cost of services includes salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service described in ~~Subsection C-4~~Attachment A, is increased or decreased by mutual agreement of the parties, or CITY is

required to pay for increases as set forth in Subsection G-~~34~~, the Maximum  
Obligation of CITY for services set forth in  
Attachment C ~~the cost of services described in Subsection G-4~~ of this  
 Agreement~~nt~~, other than Licensing Services, to be provided by the  
 COUNTY for the period July 1, 20~~2015~~ through June 30, 20~~2016~~, as set  
forth in Attachment C.~~shall be as follows:~~

<b><u>SERVICE</u></b>	<b><u>COST OF SERVICE</u></b>
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**Management:**

- ~~One (1) Lieutenant~~  
~~@ \$319,245/each~~ ~~\$ 319,245~~

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

<b><u>SERVICE</u></b>	<b><u>COST OF SERVICE</u></b>
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**Supervision:**

- ~~Four (4) Sergeants - Patrol~~  
~~@ \$277,869/each~~ ~~\$ 1,111,476~~
- ~~One (1) Sergeant - Administrative~~  
~~@ \$277,869/each~~ ~~\$ 277,869~~

**Investigation Services:**

- ~~Two (2) Investigators~~  
~~@ \$275,999/each~~ ~~\$ 551,998~~

**Patrol/Traffic Services:**

- ~~Fourteen (14) Deputy Sheriff IIs - Patrol~~  
~~@ \$230,739/each~~ ~~\$ 3,230,346~~
- ~~One (1) Deputy Sheriff II - Special Enforcement~~  
~~(Directed Enforcement Team - DET)~~  
~~@ \$230,739/each~~ ~~\$ 230,739~~
- ~~Three (3) Deputy Sheriff IIs - Motorcycle~~  
~~@ \$235,922/each~~ ~~\$ 707,766~~

**Community Support Unit:**

- One (1) Deputy Sheriff II

@ \$230,739/each \$ 230,739

- One (1) Crime Prevention Specialist

@ \$92,906/each \$ 92,906

**Parking Control:**

- Two (2) Community Services Officers

@ \$114,356/each \$ 228,712

**SERVICE****COST OF SERVICE****Regional / Shared Staff:**

- 7.91% of sixty one hundredths of one (0.60) Sergeant - Traffic

@ \$281,289/each \$ 13,350

- 7.91% of four (4) Deputy Sheriff IIs - Traffic

@ 245,706/each \$ 77,741

- 7.91% of two (2) Investigative Assistants - Traffic

@ \$115,074/each \$ 18,205

- 7.91% of one (1) Office Specialist - Traffic

@ \$92,928/each \$ 7,351

- 5.38% of thirty one hundredths of one (0.30) Sergeant - Auto Theft

@ \$280,513/each \$ 4,527

- 5.38% of two (2) Investigators - Auto Theft

@ \$251,035/each \$ 27,011

- 5.38% of one (1) Investigative Assistant - Auto Theft

@ \$119,265/each \$ 6,416

- 5.38% of one (1) Office Specialist - Auto Theft

@ \$91,980/each \$ 4,949

- 12.21% of one (1) Sergeant - Directed Enforcement Team (DET)

@ \$379,854/each \$ 46,380

1 • ~~12.21% of one (1) Investigator – Directed Enforcement Team (DET)~~  
 2 ~~@ \$300,961/each~~ ~~\$ 36,747~~  
 3 • ~~6.97% of one (1) Office Specialist – Subpoena~~  
 4 ~~@ \$84,796/each~~ ~~\$ 5,910~~  
 5 • ~~13.86% of two (2) Investigative Assistants – Court~~  
 6 ~~@ \$116,732/each~~ ~~\$ 32,358~~  
 7 • ~~9.38% of one half of one (0.50) Motorcycle Sergeant~~  
 8 ~~@ \$308,496/each~~ ~~\$ 14,468~~  
 9 **~~Other Charges and Credits:~~** ~~\$ 1,176,721~~

10 **Charges:** ~~Annual leave paydowns and apportionment of cost of~~  
 11 ~~leave balances paid at end of employment; premium pay for~~  
 12 ~~bilingual staff; contract administration; data line charges; direct~~  
 13 ~~services and supplies; E-citation; enhanced helicopter response~~  
 14 ~~services; facility lease; holiday pay; comp and straight time;~~  
 15 ~~Integrated Law & Justice Agency of Orange County; mobile data~~  
 16 ~~computer (MDC) recurring costs; on-call pay; overtime; patrol~~  
 17 ~~training cost allocation; patrol video system (PVS) recurring costs;~~  
 18 ~~retirement rate discount expenses (interest and cost of issuance);~~  
 19 ~~training; transportation costs including vehicle fuel, mileage~~  
 20 ~~interest for replacement vehicles and maintenance.~~

21 **Credits:** ~~Local assistance funding; false alarm fees; overtime rate~~  
 22 ~~adjustment; reimbursement for training and miscellaneous~~  
 23 ~~programs; retirement rate discount FY 2015-16.~~

24 **TOTAL COST OF SERVICES** ~~\$ 8,453,930~~

25 The overtime costs included in the Agreement are only an estimate. COUNTY  
 26 shall notify CITY of actual overtime worked during fiscal year. If actual overtime  
 27 worked is above or below budgeted amounts, billings will be adjusted  
 28

1 accordingly at the end of fiscal year. Actual overtime costs may exceed CITY's  
2 Maximum Obligation.

3 ~~3. Unless the level of service described in Subsection C-4 is increased or~~  
4 ~~decreased, or CITY is required to pay for increases as set forth in~~  
5 ~~Subsection G-4, the Maximum Obligation of CITY for services, other than~~  
6 ~~Licensing Services that are referenced in Subsection C-4 of this Agreement~~  
7 ~~and rendered by COUNTY between July 1, 2015 and June 30, 2016, is~~  
8 ~~\$8,453,930.~~

9 34-a. At the time this Agreement is executed, there maybe unresolved  
10 issues pertaining to potential changes in salaries and benefits for  
11 COUNTY employees. The costs of such potential changes are not  
12 included in the FY 202015-2116 cost set forth in Attachment C~~subsection~~  
13 ~~G-2~~ nor in the FY 202015-2116 Maximum Obligation of CITY set forth in  
14 Subsection G-23 of

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

16 this Agreement. If the changes result in the COUNTY incurring or becoming  
17 obligated to pay for increased cost for or on account of personnel whose  
18 costs are included in the calculations of costs charged to CITY hereunder,  
19 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth  
20 in Subsection G-23 of this Agreement, the full costs of said increases to  
21 the extent such increases to the- are attributable to work performed by  
22 such personnel during the period July 1, 202015 through June 30,  
23 202116, and CITY's Maximum Obligation hereunder shall be deemed to  
24 have increased accordingly. CITY shall pay COUNTY in full for such  
25 increases on a pro-rata basis over the portion of the period between July  
26 1, 202015 and June 30, 202116 remaining after COUNTY notifies CITY  
27 that increases are payable. If the changes result in the COUNTY  
28 incurring or becoming obligated to pay for decreased costs for or on



1 account of personnel whose costs are included in the calculations of costs  
2 charged to CITY hereunder, COUNTY shall reduce the amount owed by  
3 the CITY to the extent such decreases are attributable to work performed  
4 by such personnel during the period July 1, 20~~2015~~ through June 30,  
5 20~~21~~~~16~~, and CITY's Maximum Obligation hereunder shall be deemed to  
6 have decreased accordingly. COUNTY shall reduce required payment by  
7 CITY in full for such decreases on a pro-rata basis over the portion of the  
8 period between July 1, 20~~2015~~ and June 30, 20~~21~~~~16~~ remaining after  
9 COUNTY notifies CITY that the Maximum Obligation has decreased.

10 ~~34-b.~~ If CITY is required to pay for increases as set forth in Subsection G-~~34~~~~a~~  
11 above, COUNTY, at the request of CITY, will thereafter reduce the level  
12 of service to be provided to CITY as set forth in Attachment A~~pursuant to~~  
13 ~~Subsection G-4~~ of this Agreement to a level that will make the Maximum  
14 Obligation of CITY hereunder for the period July 1, 20~~2015~~ through June  
15 30,

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

17 20~~21~~~~16~~ an amount specified by CITY that is equivalent to or higher than the  
18 Maximum Obligation set forth in Subsection G-~~23~~ for said period at the  
19 time this Agreement originally was executed. The purpose of such  
20 adjustment of service levels will be to give CITY the option of keeping its  
21 Maximum Obligation hereunder at the pre-increase level or at any other  
22 higher or lower level specified by CITY. In the event of such reduction in  
23 level of service and adjustment of costs, the parties shall execute an  
24 amendment to this Agreement so providing. Decisions about how to  
25 reduce the level of service provided to CITY shall be made by SHERIFF  
26 with the approval of CITY.

1           ~~5.~~ 4 The Maximum Obligation of CITY for services provided for the 12-  
2           month periods commencing July 1, 20~~21~~16, 20~~22~~17, ~~2023~~2018 and  
3           20~~24~~19, will be determined annually by COUNTY and approved by CITY.

4           ~~6.5.~~ COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the  
5           Maximum Obligation of CITY. If a determination is made that increases  
6           described in Subsection G-~~24~~ must be paid, COUNTY thereafter shall  
7           include the pro-rata charges for such increases in its monthly invoices to  
8           CITY for the balance of the period between July 1, 20~~20~~15 and June 30,  
9           20~~21~~16.

10          ~~7.6.~~ CITY shall pay COUNTY in accordance with COUNTY Board of  
11          Supervisors' approved County Billing Policy, which is attached hereto as  
12          Attachment ~~DB~~, and incorporated herein by this reference.

13          ~~8.7.~~ COUNTY shall charge CITY late payment penalties in accordance with  
14          County Billing Policy.

15          ~~9.8.~~ As payment for the Licensing Services described in Subsection C-8 of  
16          this Agreement, COUNTY shall retain all fees paid by applicants for  
17          licenses, pursuant to CITY ordinances listed in Attachment ~~BA~~ hereto.  
18          Retention of said fees by COUNTY shall constitute payment in full to  
19          COUNTY for costs

20       **G. PAYMENT:** (Continued)

21           incurred by COUNTY in performing the functions related to licensing  
22           described in Subsection C-8; provided, however, that if any of said fees are  
23           waived or reduced by CITY, CITY shall pay to COUNTY the difference  
24           between the amount of fees retained by COUNTY and the fees that were  
25           set forth in the ordinances listed in Attachment ~~BA~~ as of July 1, 20~~20~~15.  
26           Should CITY increase the fee schedule for the licensing ordinances set  
27           forth in Attachment ~~BA~~, either party shall have the right to seek  
28

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

3 ~~10.9.~~ Fees generated or collected by SHERIFF contract personnel for copying of  
4 documents related to the services provided in this Agreement will be at  
5 COUNTY-established rates and will be credited to CITY on an annual  
6 basis.

7 ~~11.10.~~ Narcotic asset forfeitures will be handled pursuant to Attachment ~~EG~~  
8 hereto, which is incorporated herein by this reference.

9 **H. NOTICES:**

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

14 **CITY:** ATTN: CITY MANAGER  
15 32400 PASEO ADELANTO  
16 SAN JUAN CAPISTRANO, CA 92675

17 **COUNTY:** ATTN: CONTRACT MANAGER  
18 SHERIFF-CORONER DEPARTMENT  
19 320 NORTH FLOWER STREET, SUITE 108  
20 SANTA ANA, CA 92703

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

24 **I. STATUS OF COUNTY:**

25 COUNTY is, and shall at all times be deemed to be, an independent  
26 contractor. Nothing herein contained shall be construed as creating the  
27 relationship of employer and employee, or principal and agent, between CITY  
28 and COUNTY or any of COUNTY's agents or employees. COUNTY and its

1 SHERIFF shall retain all authority for rendition of services, standards of  
2 performance, control of personnel, and other matters incident to the  
3 performance of services by COUNTY pursuant to this Agreement. COUNTY,  
4 its agents and employees, shall not be entitled to any rights or privileges of  
5 CITY employees and shall not be considered in any manner to be CITY  
6 employees.

7 **J. STATE AUDIT:**

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

15 **K. ALTERATION OF TERMS:**

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

21  
22 **L. INDEMNIFICATION:**

23 1. COUNTY, its officers, agents, employees, subcontractors and independent  
24 contractors shall not be deemed to have assumed any liability for the  
25 negligence or any other act or omission of CITY or any of its officers, agents,  
26 employees, subcontractors or independent contractors, or for any dangerous  
27 or defective condition of any public street or work or property of CITY, or for  
28 any illegality or unconstitutionality of CITY's municipal ordinances. CITY

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

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

- 24 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
25 appointed officials, officers, agents, employees, subcontractors and  
26 independent contractors from any claim, demand or liability whatsoever  
27 based or asserted upon any act or omission of COUNTY or its elected and  
28 appointed officials, officers, agents, employees, subcontractors or

independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon 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 TVAP resolution that is attached to this Agreement as Attachment ED and incorporated into this Agreement by reference, and has directed that the revenue from such fee

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

be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached to this Agreement as Attachment ED. In the event CITY 1)

1 amends said TVAP resolution, or rescinds said TVAP resolution and  
2 adopts a new TVAP resolution pertaining to the above-referenced fee and  
3 the Program, and 2) remains a participant in the Program thereafter,  
4 CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY,  
5 have authority to execute an amendment to this Agreement to substitute  
6 CITY's amended or new TVAP resolution for Attachment ~~ED~~ to the  
7 Agreement, as long as said amendment to this Agreement does not  
8 materially change any other provision of this Agreement.

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

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

- 13 • Ten one hundredths of one (0.10) Sergeant  
14 (8 hours per two-week pay period)
- 15 • One (1) Staff Specialist  
16 (80 hours per two-week pay period)
- 17 • One (1) Office Specialist  
18 (80 hours per two-week pay period)

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

1 use the equipment and/or supplies, during their entire useful life, only for  
2 purposes authorized by its TVAP resolution in effect at the time of purchase.

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

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

23 **N. MOBILE DATA COMPUTERS:**

24 1. As part of the law enforcement services to be provided to CITY, COUNTY  
25 has provided, or will provide, mobile data computers (hereinafter called  
26 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,  
27 designated by  
28



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

COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said MDCs 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 MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in ~~Subsection G-Attachment C2~~ and the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, ~~2015~~ through June 30, ~~2016~~.

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

1           forth in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY  
2           set forth in Subsection G-~~23~~ of this Agreement.

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

8       **O. E-CITATION UNITS:**

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

19           The costs to be paid by CITY for recurring costs, including maintenance and  
20           replacement/upgrade of E-Citation units, are included in the costs set forth in  
21           ~~Subsection G-Attachment C2~~ and the Maximum Obligation of CITY set forth  
22           in Subsection G-~~23~~ of this Agreement unless CITY has already paid such  
23           costs. CITY shall not be charged additional amounts for maintenance or  
24           replacement/upgrade of said E-Citation units during the period July 1,  
25           20~~2015~~ through June 30, 20~~2116~~16.

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

1 will pay to COUNTY a) the full costs of acquisition of said additional E-  
2 Citation units, and b) the full recurring costs for said E-Citation units, as  
3 deemed necessary by COUNTY, including the costs of maintenance, and  
4 contributions to a fund for replacement and upgrade of such E-Citation units  
5 when they become functionally or technologically obsolete. Said costs  
6 related to additional E-Citation units are not included in, and are in addition  
7 to, the costs set forth in ~~Subsection G-2~~Attachment C and the Maximum  
8 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.

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

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

3   DATED: \_\_\_\_\_

4   CITY OF SAN JUAN CAPISTRANO

5 ATTEST: \_\_\_\_\_  
6   City Clerk

7 BY: \_\_\_\_\_  
8   Mayor

9   APPROVED AS TO FORM:

10 BY: \_\_\_\_\_  
11   City Attorney

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

13 COUNTY OF ORANGE

14 BY: \_\_\_\_\_  
15                   Chairwoman of the Board of Supervisors  
16                   County of Orange, California

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

21 \_\_\_\_\_  
22 Robin Stieler  
23 ~~Interim~~ Clerk of the Board  
24 County of Orange, California

25 APPROVED AS TO FORM:  
26 Office of the County Counsel  
27 ~~Orange~~ County of Orange, California

28 BY: \_\_\_\_\_  
Deputy

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

**ORANGE COUNTY SHERIFF-CORONER**  
**FY 2020-21 LAW ENFORCEMENT CONTRACT**  
**CITY OF SAN JUAN CAPISTRANO**  
**"PAYMENT"**  
**(Subsection G-2)**

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

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

**REGIONAL / SHARED STAFF:**

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

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call pay and education incentive pay; contract administration; data line charges; E-Citation recurring costs for three (3) units; Enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen (18) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven (11) units; services and supplies; and transportation charges.

**CREDITS:**

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

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

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

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

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

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

**REGIONAL / SHARED STAFF:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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