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**AGREEMENT  
BETWEEN THE  
CITY OF DANA POINT  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this First day of May 2015~~4~~, which date is enumerated for purposes of reference only, by and between the CITY OF DANA POINT, 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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2 **A. TERM:**

3 The term of this Agreement shall commence July 1, 201~~5~~4 and terminate June  
4 30, 201~~6~~5, unless earlier terminated by either party or extended in the manner  
5 set forth herein.

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

- 7 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-  
8 hundred and eighty (180) days written notice to the other party.
- 9 2. If COUNTY and CITY have not entered into a written agreement by June  
10 30, 201~~6~~5 for COUNTY to provide to CITY, during all or part of the period  
11 between July 1, 201~~6~~5 and June 30, 201~~7~~6, law enforcement services  
12 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and  
13 CITY's Manager, on behalf of CITY, are authorized to execute a written  
14 amendment to this Agreement that provides as follows and does not  
15 materially alter other terms of the Agreement: SHERIFF shall continue to  
16 provide to CITY all or a designated part of the law enforcement services  
17 specified herein, for a specified time period between July 1, 201~~6~~5 and  
18 August 31, 201~~6~~5, and CITY shall pay COUNTY the full costs of providing  
19 such services. Such full costs may be greater than those listed herein for  
20 the period July 1, 201~~5~~4 through June 30, 201~~6~~5. SHERIFF and CITY  
21 Manager shall file copies of any such amendments to this Agreement with  
22 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

1 //

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

3 2. The night, day and evening patrol and supervisory shifts will be established  
4 by SHERIFF. Personnel of each shift may work varying and different times  
5 and may be deployed to other shifts when, in the opinion of SHERIFF and  
6 CITY Manager, the need arises. Any long-term shift deployment change will  
7 be reported to CITY's Council.

8 3. The level of service, other than for licensing, to be provided by the COUNTY  
9 for the period July 1, 201~~5~~<sup>4</sup> through June 30, 201~~5~~<sup>6</sup>, shall be as follows:

10 **Management:**

- 11 • One (1) Lieutenant

12 **Supervision:**

- 13 • Five (5) Patrol Sergeants  
14 (each 80 hours per two-week pay period)  
15 • One (1) Administrative Sergeant  
16 (80 hours per two-week pay period)

17 **Investigation Services:**

- 18 • Two (2) Investigators  
19 (each 80 hours per two-week pay period)  
20 • One (1) Investigative Assistant (80 hours per two-week pay period)

21 **Patrol/Traffic Services:**

- 22 • Twenty (20) Deputy Sheriff IIs  
23 (each 80 hours per two-week pay period)  
24 • One (1) Deputy Sheriff II - Motorcycle  
25 (80 hours per two-week pay period)  
26 • One (1) Deputy Sheriff II – Directed Enforcement  
27 (80 hours per two-week pay period)  
28

1 Deployment to be determined by SHERIFF in cooperation with CITY  
 2 Manager

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

4 **Community Support Unit:**

- 5 • Three (3) Deputy Sheriff IIs
- 6 (each 80 hours per two-week pay period)
- 7 • One (1) Community Services Officer (80 hours per two-week pay period)

8 **Parking Control:**

- 9 • Five (5) Community Services Officers
- 10 (each 80 hours per two-week pay period)

11 **Regional / Shared Staff Support Services and Extra Help:**

- 12 • ~~11.21~~10.46 percent of ~~sixty fifty five~~ one hundredths of one (~~0.6055~~)
- 13 Sergeant - Traffic
- 14 • ~~40.46~~11.21 percent of four (4) Deputy Sheriff IIs - Traffic
- 15 • ~~40.46~~11.21 percent of two (2) Investigative Assistants – Traffic
- 16 • ~~40.46~~11.21 percent of one (1) Office Specialist – Traffic
- 17 • ~~4.644~~4.55 percent of thirty one hundredths of one (0.30) Sergeant – Auto
- 18 Theft
- 19 • ~~4.644~~4.55 percent of two (2) Investigators – Auto Theft
- 20 • ~~4.644~~4.55 percent of one (1) Investigative Assistant – Auto Theft
- 21 • ~~4.644~~4.55 percent of one (1) Office Specialist – Auto Theft
- 22 • 8.71 percent of one (1) Sergeant – Directed Enforcement Team (DET)
- 23 • 8.71 percent of one (1) Investigator – Directed Enforcement Team (DET)
- 24 • 10.00 percent of one (1) Office Specialist - Subpoena
- 25 • ~~41.12~~15.45 percent of ~~two~~three (23) Investigative Assistants – Court
- 26 • ~~3.233~~3.13 percent of one half of one (0.50) Motorcycle Sergeant
- 27 • Extra Help services as needed

1 4. For any service listed in Subsection C-3 of this Agreement that is provided  
2 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
3 the option to terminate such service in the event the other city or cities that  
4 contract(s) for the balance of the time of the employee providing the service  
5 no longer pay(s) for such service and CITY does not request the Agreement  
6 be amended to provide for payment of 100% of the cost of the employee  
7 providing such service. The Maximum Obligation of CITY set forth in  
8 Subsection G-3 will be adjusted accordingly.

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

10 5. All services contracted for in this Agreement may not be operational on the  
11 precise date specified in this Agreement. In those instances, SHERIFF shall  
12 notify CITY Manager of the date or dates such service or services are to be  
13 implemented. COUNTY shall reduce the monthly charges to CITY, based  
14 on the actual date of implementation of the service or services. Charges  
15 shall be reduced on the next monthly billing tendered in accordance with  
16 Subsection G-4 of this Agreement.

17 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
18 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
19 determines that the Lieutenant is needed elsewhere, SHERIFF will notify  
20 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to  
21 CITY as soon as possible once the emergency situation is under control.

22 7. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
23 CITY Manager, on behalf of CITY, are authorized to execute written  
24 amendments to this Agreement to increase or decrease the level of service  
25 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually  
26 agree that such increase or decrease in the level of service is appropriate.  
27 Any such amendment to the Agreement shall concomitantly increase or  
28 decrease the cost of services payable by CITY set forth in Subsection G-2

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

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

10 set forth in Subsection G-3.

11 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
12 required before execution of any amendment that brings the aggregate total  
13 of changes in costs payable by CITY to more than one percent (1%) of the  
14 total cost originally set forth in Subsection G-2 and the Maximum Obligation  
15 originally set forth in Subsection G-3 of this Agreement.

16 Notwithstanding the foregoing, SHERIFF and CITY Manager may increase  
17 the service level of a previously defunded Office Specialist from zero (0) to  
18 one (1) without further approval by the COUNTY's Board of Supervisors and  
19 CITY's Council.

- 20 8. With respect to the licensing ordinances of CITY listed in Attachment A  
21 hereto, which is incorporated herein by this reference, SHERIFF shall  
22 receive applications for CITY licenses pursuant to said ordinances and  
23 complete investigations relating to such applications. Said investigations  
24 shall be forwarded to CITY Manager. COUNTY shall not provide any  
25 advisory, administrative, hearing or litigation attorney support or services  
26 related to licensing. COUNTY shall not provide any administrative or  
27 investigatory services related to the licensing ordinances listed in  
28

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

3 9. SHERIFF shall consider input from the CITY Manager regarding the  
4 selection and assignment of supervisory personnel to provide services to  
5 CITY.

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

7 1. Enhanced services for events on CITY property. At the request of CITY,  
8 through its City Manager, SHERIFF may provide enhanced law  
9 enforcement services for functions, such as community events, conducted

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

11 on property that is owned, leased or operated by CITY. SHERIFF shall  
12 determine personnel and equipment needed for such enhanced services.  
13 To the extent the services provided at such events are at a level greater  
14 than that specified in Subsection C-3 of this Agreement, CITY shall  
15 reimburse COUNTY for such additional services, at an amount computed  
16 by SHERIFF, based on the current year's COUNTY law enforcement cost  
17 study. The cost of these enhanced services shall be in addition to the  
18 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
19 SHERIFF shall bill CITY immediately after each such event.

20 2. Supplemental services for occasional events operated by private individuals  
21 and entities on non-CITY property. At the request of CITY, through its City  
22 Manager, and within the limitations set forth in this subsection D-2,  
23 SHERIFF may provide supplemental law enforcement services to preserve  
24 the peace at special events or occurrences that occur on an occasional  
25 basis and are operated by private individuals or private entities on non-CITY  
26 property. SHERIFF shall determine personnel and equipment needed for  
27 such supplemental services, and will provide such supplemental services  
28 only if SHERIFF is able to do so without reducing the normal and regular



1 ongoing services that SHERIFF otherwise would provide to CITY pursuant  
2 to this Agreement. Such supplemental services shall be provided only by  
3 regularly appointed full-time peace officers, at rates of pay governed by a  
4 Memorandum of Understanding between COUNTY and the bargaining  
5 unit(s) representing the peace officers providing the services. Such  
6 supplemental services shall include only law enforcement duties and shall  
7 not include services authorized to be provided by a private patrol operator,  
8 as defined in Section 7582.1 of the Business and Professions Code. Law  
9 enforcement support functions, including, but not limited to, clerical

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

11 functions and forensic science services, may be performed by non-peace  
12 officer personnel if the services do not involve patrol or keeping the peace  
13 and are incidental to the provision of law enforcement services. CITY shall  
14 reimburse COUNTY its full, actual costs of providing such supplemental  
15 services at an amount computed by SHERIFF, based on the current year's  
16 COUNTY law enforcement cost study. The cost of these supplemental  
17 services shall be in addition to the Maximum Obligation of CITY set forth in  
18 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately  
19 after each such event.

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

1 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of  
2 providing such supplemental services at an amount computed by SHERIFF,  
3 based on the current year's COUNTY law enforcement cost study. The cost  
4 of these supplemental services shall be in addition to the Maximum  
5 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF  
6 shall bill CITY immediately after each such event.

- 7 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
8 the services of SHERIFF at events, for which CITY issues permits, that are  
9 operated by private individuals or entities or public entities. SHERIFF shall

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

11 determine personnel and equipment needed for said events. If said events  
12 are in addition to the level of services listed in Subsection C-3 of this  
13 Agreement, CITY shall reimburse COUNTY for such additional services at an  
14 amount computed by SHERIFF, based upon the current year's COUNTY law  
15 enforcement cost study. The cost of these services shall be in addition to the  
16 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
17 SHERIFF shall bill City immediately after said services are rendered.

- 18 5. In accordance with Government Code Section 51350, COUNTY has  
19 adopted Board Resolution 89-1160 which identifies Countywide services,  
20 including but not limited to helicopter response. SHERIFF through this  
21 contract provides enhanced helicopter response services. The cost of  
22 enhanced helicopter response services is included in the cost of services  
23 set forth in Subsection G-2 and in the Maximum Obligation of CITY set forth  
24 in Subsection G-3. COUNTY shall not charge any additional amounts for  
25 enhanced helicopter services after the cost of services set forth in  
26 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3  
27 has been established without written notification to the CITY.

28 **E. PATROL VIDEO SYSTEMS:**

- 1 1. As part of the law enforcement services to be provided to CITY, COUNTY  
2 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
3 that are or will be mounted in patrol vehicles designated by COUNTY for  
4 use within CITY service area.
- 5 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
6 services related to this Agreement.
- 7 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
8 installation of Patrol Video Systems that are or will be mounted in patrol  
9 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by

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

11 COUNTY, including the costs of maintenance and contributions to a fund for  
12 replacement and upgrade of such PVS when they become functionally or  
13 technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and  
15 replacement/upgrade of PVS, are included in the costs set forth in  
16 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
17 G-3 of this Agreement unless CITY has already paid such costs. CITY shall  
18 not be charged additional amounts for maintenance or replacement/upgrade  
19 of said PVS during the period July 1, ~~2014-2015~~ through June 30,  
20 ~~2015~~2016.

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

1 additional PVS are not included in, and are in addition to, the costs set forth  
 2 in Subsection G-2 and the Maximum Obligation of CITY set forth in  
 3 Subsection G-3 of this Agreement.

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

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

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

15 **G. PAYMENT:**

- 16 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
 17 COUNTY the full costs of performing the services mutually agreed upon in  
 18 this Agreement. The costs of services include salaries, wages, benefits,  
 19 mileage, services, supplies, equipment, and divisional, departmental and  
 20 COUNTY General overhead.
- 21 2. Unless the level of service described in Subsection C-3 is increased or  
 22 decreased, or CITY is required to pay for increases as set forth in  
 23 Subsection G-5, the cost of services described in Subsection C-3 of this  
 24 Agreement, other than Licensing Services, to be provided by the COUNTY  
 25 for the period July 1, 2015~~4~~14 through June 30, 2016~~4~~15 shall be as follows:

26 **SERVICE**

**COST OF SERVICE**

27 **Management:**

- 28 • One (1) Lieutenant

1	@ <u>\$319,245,310,751</u> /each	<u>\$319,245,310,751</u>
2	<b>Supervision:</b>	
3	• One (1) Sergeant - Administrative	
4	@ <u>\$277,869,262,995</u> /each	<u>\$277,869,262,995</u>
5	• Five (5) Sergeants - Patrol	
6	@ <u>\$277,869,262,995</u> /each	<u>\$1,389,345,314,975</u>
7	<b>Investigation Services:</b>	
8	• Two (2) Investigators	
9	@ <u>\$275,999,273,704</u> /each	<u>\$551,998,547,408</u>

**G. PAYMENT:** (Continued)

11	<u>SERVICE</u>	<u>COST OF SERVICE</u>
12	• One (1) Investigative Assistant	
13	@ <u>\$152,892,158,765</u> /each	<u>\$152,892,158,765</u>
14	<b>Patrol/Traffic Services:</b>	
15	• Twenty (20) Deputy Sheriff IIs - Patrol	
16	@ <u>\$230,739,217,316</u> /each	<u>\$4,614,780,346,320</u>
17	• One (1) Deputy Sheriff II – Directed Enforcement	
18	@ <u>\$230,739,217,316</u> /each	<u>\$230,739,217,316</u>
19	• One (1) Deputy Sheriff II - Motorcycle	
20	@ <u>\$235,922,222,784</u> /each	<u>\$235,922,222,784</u>
21	<b>Community Support Unit:</b>	
22	• Three (3) Deputy Sheriff IIs	
23	@ <u>\$230,739,217,316</u> /each	<u>\$692,217,651,948</u>
24	• One (1) Community Services Officer	
25	@ <u>\$114,356,109,120</u> /each	<u>\$114,356,109,120</u>
26	<b>Parking Control:</b>	
27	• Five (5) Community Services Officers	
28	@ <u>\$114,356,109,120</u> /each	<u>\$571,780,545,600</u>

**Regional / Shared Staff Support Services and Extra Help:**

- 1 • ~~40.46~~11.21% of ~~sixty~~ fifty-five one hundredths of one (~~0.6055~~) Sergeant -  
2 Traffic  
3 @ ~~\$281,289,259,165~~/each ~~\$18,919,14,910~~
- 4 • 11.21~~40.46~~% of four (4) Deputy Sheriff IIs - Traffic  
5 @ ~~\$245,706,207,545~~/each ~~\$110,175,86,837~~
- 6 • 11.21~~40.46~~% of two (2) Investigative Assistants - Traffic  
7 @ ~~\$115,074,104,252~~/each ~~\$25,800,21,809~~
- 8 • 11.21~~40.46~~% of one (1) Office Specialist - Traffic  
9 @ ~~\$92,928,83,376~~/each ~~\$10,417,8,721~~
- 10 • 4.55~~4.64~~% of thirty one hundredths of one (~~0.30~~) Sergeant – Auto Theft  
11 @ ~~\$280,513,259,165~~/each \$ ~~3,829,3,608~~
- 12 • 4.55~~4.64~~% of two (2) Investigators – Auto Theft  
13 @ ~~\$251,035,234,278~~/each ~~\$22,844,21,741~~
- 14 • 4.55~~4.64~~% of one (1) Investigative Assistant – Auto Theft  
15 @ ~~\$119,265,112,707~~/each \$ ~~5,427,5,230~~
- 16 • 4.55~~4.64~~% of one (1) Office Specialist – Auto Theft  
17 @ ~~\$91,980,83,460~~/each \$ ~~4,185,3,873~~
- 18 • 8.71% of one (1) Sergeant – Directed Enforcement Team (DET)  
19 @ ~~\$379,854~~/each \$ ~~33,085~~
- 20 • 8.71% of one (1) Investigator – Directed Enforcement Team (DET)  
21 @ ~~\$300,961~~/each \$ ~~26,214~~
- 22 • 10.00% of one (1) Office Specialist – Subpoena  
23 @ ~~\$84,796~~/each \$ ~~8,480~~
- 24 • 15.45~~11.12~~% of ~~two~~ three (~~23~~) Investigative Assistants – Court  
25 @ ~~\$116,732,115,031~~/each ~~\$36,070,38,374~~
- 26 • 3.13~~3.23~~% of one half of one (~~0.50~~) Motorcycle Sergeant  
27 @ ~~\$308,496,292,290~~/each \$ ~~4,828,4,720~~
- 28

- Extra help services as needed \$ 40,000

**Other Charges and Credits:** \$1,319,7911,176,471

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

**G. PAYMENT:** (Continued)

**Credits:** Local assistance funding; fFalse alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 20154-165; revenue offset one (1) Community Services Officer (funded by Orange County Dana Point Harbor Department).

**TOTAL COST OF SERVICES** \$

10,821,20710,114,276

3. Unless this Agreement is extended as described in Subsection B-2, or the level of service described in Subsection C-3 is increased, or CITY is required to pay increases as set forth in Subsection G-5; the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement is \$10,821,20710,114,276.



1 4. COUNTY shall invoice CITY monthly. During the period July 1, 201~~54~~  
2 through June 30, 201~~65~~ said invoices will require payment by CITY of one-  
3 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3  
4 of this Agreement, as said Maximum Obligation may have been increased  
5 or decreased pursuant to mutual agreement of the parties. In addition, if a  
6 determination is made that increases described in Subsection G-5 must be  
7 paid, COUNTY thereafter shall include the pro-rata charges for such  
8 increases in its monthly charges for such increases in its monthly invoices to  
9 CITY for the balance of the period July 1, 201~~54~~ and June 30, 201~~65~~.

10 5-a. At the time this Agreement is executed, there are unresolved issues  
11 pertaining to potential changes in salaries and benefits for COUNTY  
12 employees. The costs of such potential changes are not included in the  
13 Fiscal Year 201~~54~~-1~~65~~ cost set forth in Subsection G-2 nor in the Fiscal  
14 Year 201~~54~~-1~~65~~ Maximum Obligation of CITY set forth in Subsection G-3 of  
15 this Agreement. If the changes result in the COUNTY incurring or becoming  
16 obligated to pay for increased costs for or on account of personnel whose  
17 costs are included in the calculations of costs charged to CITY hereunder,

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

19 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
20 Subsection G-3 of this Agreement, the full costs of said increases to the  
21 extent such increases are attributable to work performed by such personnel  
22 after July 1, 201~~54~~ and CITY's Maximum Obligation hereunder shall be  
23 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
24 such increases on a pro-rata basis over the portion of the period between  
25 July 1, 201~~54~~ and June 30, 201~~65~~ remaining after COUNTY notifies CITY  
26 that increases are payable. If the changes result in the COUNTY incurring  
27 or becoming obligated to pay for decreased costs for or on account of  
28 personnel whose costs are included in the calculations of costs charged to



1 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
2 the extent such decreases are attributable to work performed by such  
3 personnel during the period July 1, 201~~54~~ through June 30, 201~~65~~, and  
4 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
5 accordingly. COUNTY shall reduce required payment by CITY in full for  
6 such decreases on a pro-rata basis over the portion of the period between  
7 July 1, 201~~54~~ and June 30, 201~~65~~ remaining after COUNTY notifies CITY  
8 that the Maximum Obligation has decreased.

9 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a  
10 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
11 service to be provided to CITY pursuant to Subsection C-3 of this Agreement  
12 to a level that will make the Maximum Obligation of CITY hereunder for the  
13 period July 1, 201~~54~~ through June 30, 201~~65~~ an amount specified by CITY  
14 that is equivalent to or higher or lower than the Maximum Obligation set forth  
15 in Subsection G-3 for said period at the time this Agreement originally was  
16 executed. The purpose of such adjustment of service levels will be to give  
17 CITY the option of keeping its Maximum Obligation hereunder at the

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

19 pre-increase level or at any other higher or lower level specified by CITY. In  
20 the event of such reduction in level of service and adjustment of costs, the  
21 parties shall execute an amendment to this Agreement so providing.  
22 Decisions about how to reduce the level of service provided to CITY shall be  
23 made by SHERIFF with the approval of CITY.

- 24 6. CITY shall pay COUNTY in accordance with COUNTY Board of  
25 Supervisors' approved County Billing Policy, which is attached hereto as  
26 Attachment B and incorporated herein by this reference.
- 27 7. COUNTY shall charge CITY late payment penalties in accordance with  
28 County Billing Policy.

1 8. As payment for the Licensing Services described in Subsection C-8 of this  
2 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
3 pursuant to CITY ordinances listed in Attachment A hereto. Retention of  
4 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
5 incurred by COUNTY in performing the functions related to licensing  
6 described in Subsection C-8; provided, however, that if any of said fees are  
7 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
8 between the amount of fees retained by COUNTY and the fees that were  
9 set forth in the ordinances listed in Attachment A at the time this Agreement  
10 was executed. If CITY increases the fee schedule for the licensing  
11 ordinances set forth in Attachment A, either party shall have the right to  
12 seek amendment of this Agreement with respect to the division of the  
13 increased fees between CITY and COUNTY.

14 9. Fees generated or collected by SHERIFF contract personnel for copying of  
15 documents related to the services provided in this Agreement will be at  
16 COUNTY-established rates and will be credited to CITY on an annual basis.

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

18 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,  
19 which is incorporated herein by this reference.

20 **H. NOTICES:**

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

25 **CITY:** ATTN: CITY MANAGER  
26 33282 STREET OF THE GOLDEN LANTERN  
27 DANA POINT, CA 92629

28 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT  
320 NORTH FLOWER STREET, SUITE 108  
SANTA ANA, CA 92703

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

**I. STATUS OF COUNTY:**

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

**J. STATE AUDIT:**

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

**K. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or

1 alteration of, the terms of this Agreement shall be valid unless made in writing,  
2 formally approved and executed by duly authorized agents of both parties.

3 **L. INDEMNIFICATION:**

4 1. COUNTY, its officers, agents, employees, subcontractors and independent  
5 contractors shall not be deemed to have assumed any liability for the  
6 negligence or any other act or omission of CITY or any of its officers,  
7 agents, employees, subcontractors or independent contractors, or for any  
8 dangerous or defective condition of any public street or work or property of  
9 CITY, or for any illegality or unconstitutionality of CITY's municipal  
10 ordinances. CITY shall indemnify and hold harmless COUNTY and its  
11 elected and appointed officials, officers, agents, employees, subcontractors  
12 and independent contractors from any claim, demand or liability whatsoever  
13 based or asserted upon the condition of any public street or work or  
14 property of CITY, or upon the illegality or unconstitutionality of any municipal  
15 ordinance of CITY that SHERIFF has enforced, or upon any act or omission  
16 of CITY, or its elected and appointed officials, officers, agents, employees,

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

18 subcontractors or independent contractors related to this Agreement,  
19 including, but not limited to, any act or omission related to the maintenance  
20 or condition of any vehicle or motorcycle that is owned or possessed by  
21 CITY and used by COUNTY personnel in the performance of this  
22 Agreement, for property damage, bodily injury or death or any other element  
23 of damage of any kind or nature, and CITY shall defend, at its expense  
24 including attorney fees, and with counsel approved in writing by COUNTY,  
25 COUNTY and its elected and appointed officials, officers, agents,  
26 employees, subcontractors and independent contractors in any legal action  
27 or claim of any kind based or asserted upon such condition of public street  
28 or work or property, or illegality or unconstitutionality of a municipal

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

- 6 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
7 appointed officials, officers, agents, employees, subcontractors and  
8 independent contractors from any claim, demand or liability whatsoever  
9 based or asserted upon any act or omission of COUNTY or its elected and  
10 appointed officials, officers, agents, employees, subcontractors or  
11 independent contractors related to this Agreement, for property damage,  
12 bodily injury or death or any other element of damage of any kind or nature,  
13 and COUNTY shall defend, at its expense, including attorney fees, and with  
14 counsel approved in writing by CITY, CITY 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 **L. INDEMNIFICATION:** (Continued)

18 such alleged acts or omissions.

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

- 20 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
21 Program”], which is operated by SHERIFF, and is designed to reduce  
22 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
23 are suspended and to educate the public about the requirements of the  
24 Vehicle Code and related safety issues with regard to driver licensing,  
25 vehicle registration, vehicle operation, and vehicle parking. The Program  
26 operates throughout the unincorporated areas of the COUNTY and in the  
27 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
28 without regard to jurisdictional boundaries, because an area-wide approach

1 to reduction of traffic accidents and driver education is most effective in  
2 preventing traffic accidents. In order for CITY to participate in the Program,  
3 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the  
4 amount and under the terms and conditions set forth in the resolution that is  
5 attached hereto as Attachment D and incorporated into this Agreement by  
6 reference [hereinafter called a "TVAP resolution"], and has directed that the  
7 revenue from such fee be used for the Program. CITY's participation in the  
8 Program may be terminated at any time by rescission or amendment of its  
9 TVAP resolution that is attached hereto as Attachment D. In the event CITY  
10 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
11 adopts a new TVAP resolution pertaining to the above-referenced fee and  
12 the Program, and 2) remains a participant in the Program thereafter, CITY's  
13 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
14 authority to execute an amendment of this Agreement to substitute CITY's  
15 amended or new TVAP resolution for Attachment D hereto, as long as said  
16 amendment to this Agreement does not materially change any other

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

18 provision of this Agreement.

- 19 2. COUNTY will make available for review, at the request of CITY, all financial  
20 data related to the Program as may be requested by CITY.
- 21 3. Fee revenue generated by COUNTY and participating cities will be used to  
22 fund the following positions, which will be assigned to the Program:
- 23 • ~~TenFifteen~~ one hundredths of one (~~0.105~~) Sergeant  
24 (~~842~~ hours per two-week pay period)
  - 25 • One (1) Staff Specialist  
26 (80 hours per two-week pay period)
  - 27 • One (1) Office Specialist  
28 (80 hours per two-week pay period)

1 4. Fee revenue generated by CITY may be used to reimburse CITY for  
2 expenditures for equipment and/or supplies directly in support of the  
3 Program. In order for an expenditure for equipment and/or supplies to be  
4 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
5 approval of the expenditure by using the form as shown in Attachment E.  
6 The request shall be submitted within the budget schedule established by  
7 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
8 following conditions are satisfied: 1) there are sufficient Program funds,  
9 attributable to revenue generated by CITY's fee, to pay for the requested  
10 purchase, and 2) CITY will use the equipment and/or supplies, during their  
11 entire useful life, only for purposes authorized by its TVAP resolution in  
12 effect at the time of purchase. In the event that CITY terminates its  
13 participation in the Program, CITY agrees that the equipment purchased by  
14 CITY and reimbursed by Program funds will continue to be used, during the  
15 remainder of its useful life, exclusively for the purpose authorized by CITY'S  
16 TVAP resolution in effect at the time of purchase.

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

18 5. In the event the fees adopted by COUNTY, CITY and other participating  
19 jurisdictions are not adequate to continue operation of the Program at the  
20 level at which it operated previously, COUNTY, at the option of CITY, will  
21 reduce the level of Program service to be provided to CITY or will continue  
22 to provide the existing level of Program services. COUNTY will charge CITY  
23 the cost of any Program operations that exceeds the revenue generated by  
24 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
25 set forth in Subsection G-3 of this Agreement. The amount of any revenue  
26 shortfall charged to CITY will be determined, at the time the revenue  
27 shortfall is experienced, according to CITY's share of Program services  
28 rendered. In the event of a reduction in level of Program service,



1 termination of Program service or adjustment of costs, the parties shall  
2 execute an amendment to this Agreement so providing. Decisions about  
3 how to reduce the level of Program service provided to CITY shall be made  
4 by SHERIFF with the approval of CITY.

5 **N. MOBILE DATA COMPUTERS:**

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

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

18 they become functionally or technologically obsolete. The costs to be paid  
19 by CITY for recurring costs, including maintenance and  
20 replacement/upgrade of MDCs, are included in the costs set forth in  
21 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
22 G-3 of this Agreement unless CITY has already paid such costs. CITY shall  
23 not be charged additional amounts for maintenance or replacement/upgrade  
24 of said MDCs during the period July 1, 201~~5~~<sup>4</sup> through June 30, 201~~5~~<sup>6</sup>.

- 25 4. If, following the initial acquisition of MDCs referenced above, CITY requires  
26 MDCs for additional patrol cars or motorcycles designated for use in the  
27 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase  
28 said additional MDCs. Upon demand by COUNTY, CITY will pay to



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

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

13 **O. E-CITATION UNITS**

- 14 1. As part of the law enforcement services to be provided to CITY, COUNTY  
15 has provided, or will provide, E-Citation units designated by COUNTY for  
16 use within CITY limits.
- 17 2. SHERIFF has the exclusive right to use said E-Citation units for law  
18 enforcement services related to this Agreement.
- 19 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
20 E-Citation units that are assigned to CITY, and b) recurring costs, as  
21 deemed necessary by COUNTY, including the costs of maintenance and  
22 contributions to a fund for replacement and upgrade of such E-Citation units  
23 when they become functionally or technologically obsolete.  
24 The costs to be paid by CITY for recurring costs, including maintenance and  
25 replacement/upgrade of E-Citation units, are included in the costs set forth  
26 in Subsection G-2 and the Maximum Obligation of CITY set forth in  
27 Subsection G-3 of this Agreement unless CITY has already paid such costs.  
28 CITY shall not be charged additional amounts for maintenance or

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replacement/upgrade of said E-Citation units during the period July 1, 2015 through June 30, 2016.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 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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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the County of Orange, State of California.

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

CITY OF DANA POINT

ATTEST: \_\_\_\_\_  
City Clerk

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BY: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

~~SIGNED AND CERTIFIED THAT A COPY OF THIS~~ Signed and certified that a copy of  
~~this~~ this  
~~AGREEMENT HAS BEEN DELIVERD TO THE CHAIR~~ document has been delivered  
~~to the Chair~~ to the Chair  
~~OF THE BOARD of the Board PERper~~ G.C. Sec. 25103, Reso 79-1535

Attest:

\_\_\_\_\_  
~~Robin Stieler~~ Susan Novak  
~~Interim~~ Clerk of the Board of Supervisors  
~~County of Orange~~ Orange County, California

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

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

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