

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

6  
7                   **THIS AGREEMENT** is entered into this First day of May ~~2018~~2019, which  
8 date is enumerated for purposes of reference only, by and between the CITY OF  
9 DANA POINT, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a  
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11                                   **WITNESSETH:**

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

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

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

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, ~~2018-2019~~ and terminate  
3 June 30, ~~2019-2020~~, unless earlier terminated by either party or extended in the  
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon  
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by  
9 June 30, ~~2019-2020~~ for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, ~~2019-2020~~ and June 30, ~~2020-2021~~, law enforcement  
11 services similar to those specified herein, then SHERIFF, on behalf of  
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to  
13 execute a written amendment to this Agreement that provides as follows and  
14 does not materially alter other terms of the Agreement: SHERIFF shall  
15 continue to provide to CITY all or a designated part of the law enforcement  
16 services specified herein, for a specified time period between July 1, ~~2019~~  
17 ~~2020~~ and August 31, ~~2019-2020~~, and CITY shall pay COUNTY the full costs  
18 of providing such services. Such full costs may be greater than those listed  
19 herein for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~.  
20 SHERIFF and CITY Manager shall file copies of any such amendments to  
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and  
22 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 **C. REGULAR SERVICES BY COUNTY: (Continued)**

- 2 2. The night, day and evening patrol and supervisory shifts will be established  
3 by SHERIFF. Personnel of each shift may work varying and different times  
4 and may be deployed to other shifts when, in the opinion of SHERIFF and  
5 CITY Manager, the need arises. Any long-term shift deployment change will  
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by the COUNTY  
8 for the period July 1, 2018-2019 through June 30, 2019-2020, is set forth in  
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to  
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
12 the option to terminate such service in the event the other city or cities that  
13 contract(s) for the balance of the time of the employee providing the service  
14 no longer pay(s) for such service and CITY does not request the Agreement  
15 be amended to provide for payment of 100% of the cost of the employee  
16 providing such service. The Maximum Obligation of CITY set forth in  
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the  
19 precise date specified in this Agreement. In those instances, SHERIFF shall  
20 notify CITY Manager of the date or dates such service or services are to be  
21 implemented. COUNTY shall reduce the monthly charges to CITY, based on  
22 the actual date of implementation of the service or services. Charges shall  
23 be reduced on the next monthly billing tendered in accordance with  
24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
26 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify  
28 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

has been established without written notification to the CITY.

**E. PATROL VIDEO SYSTEMS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, ~~2018–2019~~ through June 30, ~~2019~~2020.

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

1 necessary by COUNTY, including the costs of maintenance, and  
2 contributions to a fund for replacement and upgrade of such PVS when they

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

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

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

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

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

20 **G. PAYMENT:**

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

of CITY for full cost of services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the

**G. PAYMENT:** (Continued)

period July 1, ~~2018–2019~~ through June 30, ~~2019–2020~~ shall be \$12,~~855674,265207~~ as set forth in Attachment B.

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

3. COUNTY shall invoice CITY monthly. During the period July 1, ~~2018–2019~~ through June 30, ~~2019–2020~~ said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly charges for such increases in its monthly invoices to CITY for the balance of the period July 1, ~~2018–2019~~ and June 30, ~~2019–2020~~.

- 4a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year ~~2018–19~~2019–20 cost set forth in Attachment B nor in the Fiscal Year ~~2018–19~~2019–20 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY

1 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation  
2 set forth in Subsection G-2 of this Agreement, the full costs of said increases  
3 to the extent such increases are attributable to work performed by such  
4 personnel

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

6 after July 1, ~~2018-2019~~ and CITY's Maximum Obligation hereunder shall be  
7 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
8 such increases on a pro-rata basis over the portion of the period between  
9 July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY notifies  
10 CITY that increases are payable. If the changes result in the COUNTY  
11 incurring or becoming obligated to pay for decreased costs for or on account  
12 of personnel whose costs are included in the calculations of costs charged to  
13 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the  
14 extent such decreases are attributable to work performed by such personnel  
15 during the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~, and CITY's  
16 Maximum Obligation hereunder shall be deemed to have decreased  
17 accordingly. COUNTY shall reduce required payment by CITY in full for  
18 such decreases on a pro-rata basis over the portion of the period between  
19 July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY notifies  
20 CITY that the Maximum Obligation has decreased.

21 4b.If CITY is required to pay for increases as set forth in Subsection G-4a  
22 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
23 service to be provided to CITY set forth in Attachment A of this Agreement to  
24 a level that will make the Maximum Obligation of CITY hereunder for the  
25 period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ an amount specified  
26 by CITY that is equivalent to or higher or lower than the Maximum Obligation  
27 set forth in Subsection G-2 for said period at the time this Agreement  
28 originally was executed. The purpose of such adjustment of service levels

1 will be to give CITY the option of keeping its Maximum Obligation hereunder  
2 at the pre-increase level or at any other higher or lower level specified by  
3 CITY. In the event of such reduction in level of service and adjustment of  
4 costs, the parties shall execute an amendment to this Agreement so  
5 providing.

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

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

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

- 1 8. Fees generated or collected by SHERIFF contract personnel for copying of  
2 documents related to the services provided in this Agreement will be at  
3 COUNTY-established rates and will be credited to CITY on an annual basis.  
4 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,  
5 which is incorporated herein by this reference.

6 **H. NOTICES:**

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

11 **CITY:** ATTN: CITY MANAGER  
12 33282 STREET OF THE GOLDEN LANTERN  
13 DANA POINT, CA 92629

14 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
15 SHERIFF-CORONER DEPARTMENT  
16 320 NORTH FLOWER STREET, SUITE 108  
17 SANTA ANA, CA 92703

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

21 **I. STATUS OF COUNTY:**

22 COUNTY is, and at all times shall be deemed to be, an independent contractor.  
23 Nothing herein contained shall be construed as creating the relationship of  
24 employer and employee, or principal and agent, between CITY and COUNTY or  
25 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain  
26 all authority for rendition of services, standards of performance, control of  
27 personnel, and other matters incident to the performance of services by  
28 COUNTY pursuant to this Agreement. COUNTY, its agents and employees

1 shall not be entitled to any rights or privileges of CITY employees and shall not  
2 be considered in any manner to be CITY employees.

3 **J. STATE AUDIT:**

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

11 **K. ALTERATION OF TERMS:**

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

17 **L. INDEMNIFICATION:**

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

1 SHERIFF has enforced, or upon any act or omission of CITY, or its elected  
2 and appointed officials, officers, agents, employees, subcontractors or

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

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

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



1 contractors in any legal action or claim of any kind based or asserted upon  
2 such alleged acts or omissions.

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

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

1 amendment to this Agreement does not materially change any other  
2 provision of this Agreement.

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

- 4 2. COUNTY will make available for review, at the request of CITY, all financial  
5 data related to the Program as may be requested by CITY.
- 6 3. Fee revenue generated by COUNTY and participating cities will be used to  
7 fund the following positions, which will be assigned to the Program:
- 8 • Ten one hundredths of one (0.10) Sergeant  
9 (8 hours per two-week pay period)
  - 10 • One (1) Staff Specialist  
11 (80 hours per two-week pay period)
  - 12 • One (1) Office Specialist  
13 (80 hours per two-week pay period)
- 14 4. Fee revenue generated by CITY may be used to reimburse CITY for  
15 expenditures for equipment and/or supplies directly in support of the  
16 Program. In order for an expenditure for equipment and/or supplies to be  
17 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
18 approval of the expenditure by using the form as shown in Attachment G.  
19 The request shall be submitted within the budget schedule established by  
20 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
21 following conditions are satisfied: 1) there are sufficient Program funds,  
22 attributable to revenue generated by CITY's fee, to pay for the requested  
23 purchase, and 2) CITY will use the equipment and/or supplies, during their  
24 entire useful life, only for purposes authorized by its TVAP resolution in  
25 effect at the time of purchase. In the event that CITY terminates its  
26 participation in the Program, CITY agrees that the equipment purchased by  
27 CITY and reimbursed by Program funds will continue to be used, during the  
28

1 remainder of its useful life, exclusively for the purpose authorized by CITY'S  
2 TVAP resolution in effect at the time of purchase.

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

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

19 **N. MOBILE DATA COMPUTERS:**

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

1 by COUNTY, including the costs of maintenance and contributions to a fund  
2 for replacement and upgrade of such MDCs when they become functionally

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

4 or technologically obsolete. The costs to be paid by CITY for recurring costs,  
5 including maintenance and replacement/upgrade of MDCs, are included in  
6 the costs set forth in Attachment B and the Maximum Obligation of CITY set  
7 forth in Subsection G-2 of this Agreement unless CITY has already paid  
8 such costs. CITY shall not be charged additional amounts for maintenance  
9 or replacement/upgrade of said MDCs during the period July 1, ~~2018-2019~~  
10 through June 30, ~~2019~~2020.

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

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

28 //

**O. E-CITATION UNITS:**

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, ~~2018~~2019 through June 30, ~~2019~~2020.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in

**O. E-CITATION UNITS: (Continued)**

Subsection G-2 of this Agreement.

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

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

CITY OF DANA POINT

APPROVED AS TO FORM:

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

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

Robin Stieler  
Clerk of the Board  
County of Orange, California

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

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

DATED: